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No. 51] NEW DELHI, DECEMBER 17—DECEMBER 23, 2006, SATURDAY/AGRAHAYANA 26— PAUSA 2, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृष्ठक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(आर्थिक कार्य विभाग)
(बैंकिंग प्रभाग)

नई दिल्ली, 13 दिसम्बर, 2006

का.आ. 4893.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उप-धारा (1) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा इस अधिसूचना के जारी किए जाने की तारीख से तीन वर्ष की अवधि के लिए निम्नलिखित व्यक्तियों को राष्ट्रीय कृषि और ग्रामीण विकास बैंक के निदेशक मंडल में निदेशकों के रूप में नामित करती है :

1. प्रधान सचिव (कृषि)/कृषि उत्पादन आयुक्त,
आंध्र प्रदेश सरकार,
हैदराबाद ।
2. प्रधान सचिव (कृषि)/कृषि उत्पादन आयुक्त,
झारखंड सरकार,
रांची ।

[फा. सं. 7/4/2004-बीओ-1]

जी.बी. सिंह, उप सचिव

MINISTRY OF FINANCE
(Department of Economic Affairs)
(BANKING DIVISION)

New Delhi, the 13th December, 2006

S.O. 4893.—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government hereby appoints the following persons to be the directors on the Board of directors of National Bank for Agriculture and Rural Development (NABARD) for a period of three years with effect from the date of issue of this notification :—

- (1) Principal Secretary (Agriculture)/
Agricultural Production Commissioner,
Government of Andhra Pradesh,
Hyderabad.
- (2) Principal Secretary (Agriculture)/
Agricultural Production Commissioner,
Government of Jharkhand,
Ranchi.

[F.No. 7/4/2004-B.O.I.]

G B. SINGH, Dy. Secy.

नई दिल्ली, 14 दिसम्बर, 2006

का.आ. 4894.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 9(2) के उपखण्ड (ख) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) (छ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, नीचे दी गई सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों को अधिसूचना जारी होने की तारीख से तीन वर्षों की अवधि के लिए अथवा अगला आदेश होने तक, इनमें से जो भी पहले हो, कालम (1) में विनिर्दिष्ट राष्ट्रीयकृत बैंकों के बोर्ड में सनदी लेखाकार श्रेणी में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है :—

सारणी

(1)	(2)
ओरियंटल बैंक ऑफ कामर्स	श्री वी. विजय साई रेड्डी चार्टर्ड एकाउंटेंट, चेन्नई
देना बैंक	श्री ए. गोपालकृष्णन, चार्टर्ड एकाउंटेंट, केरल

[फा. सं. 9/30/2004-बीओ-1]

जी.बी. सिंह, उप-सचिव

New Delhi, the 14th December, 2006

S.O. 4894.—In exercise of the powers conferred by sub-section (3) (g) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (b) of clause 9(2) of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980 the Central Government, after consultation with Reserve Bank of India, hereby nominate the persons specified in column 2 of the table below as part time non-official Director under Chartered Accountant category, on the Boards of the Banks specified in column 1 of the said table for a period of three years from the date of notification and/or until further orders, whichever is earlier :—

TABLE

(1)	(2)
Oriental Bank of Commerce	Shri V. Vijay Sai Reddy Chartered Accountant Chennai
Dena Bank	Shri A. Gopala krishnan, Chartered Accountant Kerala

[F.No. 9/30/2004-B.O-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 14 दिसम्बर, 2006

का.आ. 4895.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भारत सरकार, वित्त मंत्रालय, भूतपूर्व राजस्व एवं बैंकिंग विभाग (बैंकिंग स्कन्ध) की दिनांक 23 दिसम्बर, 1976 को भारत के राजपत्र, भाग 2 खण्ड 3, उपखण्ड (2) में प्रकाशित दिनांक 21 दिसम्बर, 1976 की अधिसूचना संख्या का.आ. 821(अ) में निम्नलिखित संशोधन करती है :

उपर्युक्त अधिसूचना में “जो हिमाचल प्रदेश राज्य के मंडी जिले की स्थानीय सीमा के भीतर परिचालित होंगे” शब्दों के स्थान पर “मंडी, कांगड़ा, कुल्लु, हमीरपुर, ऊना, बिलासपुर, शिमला, सोलन, सिरमौर, किन्नौर एवं लाहौल स्पीति” शब्द प्रतिस्थापित किए जाएंगे।

[फा. सं. 7/6/2006-आरआरबी]

एच.के. मल्होत्रा, अवर सचिव

टिप्पणी : दिनांक 21 दिसम्बर, 1976 के का.आ. 821(अ) के तहत मुख्य अधिसूचना प्रकाशित की गई थी जिसमें भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2) में 14 जुलाई, 1979 को प्रकाशित का.आ. 2368 तथा 18 अप्रैल, 2000 को प्रकाशित का.आ. 891 के तहत अधिसूचनाओं द्वारा संशोधन किया गया था।

New Delhi, the 14th December, 2006

S.O. 4895.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India, in the Ministry of Finance, erstwhile Department of Revenue and Banking (Banking Wing) number S.O. 821(E) dated the 21st December, 1976, published in the Gazette of India, Extraordinary, Part II, section-3, sub-section (ii) dated the 23rd December, 1976, namely :—

In the said notification, for the words “which shall operate within the local limits of the district of Mandi in the State of Himachal Pradesh”, the words “which shall operate in the districts of Mandi, Kangra, Kullu, Hamarpur, Una, Bilaspur, Shimla, Solan, Sirmour, Kinnaur and Lahaul & Spiti” shall be substituted.

[F.No. 7/6/2006-RRB]

M. K. MALHOTRA, Under. Secy.

Note : The Principal notification was published vide S.O. 821(E) dated the 21st December, 1976 subsequently amended by notification(s) vide S.O. 2368 published on 14th July, 1979 and vide S.O. 891 published on 18th April, 2000 in the Gazette of India Part II, Section-3, sub-section (ii).

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 14 दिसम्बर, 2006

का. आ. 4896.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयाजनों के लिए प्रयोग के नियम, 10 के उपनियम (2) और (4) के अनुसरण में, भारतीय कंटेनर निगम लिमिटेड के तुगलकाबाद स्थित उत्तरी क्षेत्र कार्यालय, जहां 80% से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है।

[सं. हिंदी-2006/रा.भा. 1/12/1]

कृष्णा शर्मा, संयुक्त निदेशक (राजभाषा)

MINISTRY OF RAILWAYS**(Railway Board)**

New Delhi, the 14th December, 2006

S. O. 4896.—Ministry of Railways (Railway Board), in pursuance of Sub-Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the official purposes of the Union) hereby, notify the North Zone Office of Container Corporation of India Ltd., situated at Tugalakabad, where 80% or more Officers/Employees have acquired the working knowledge of Hindi.

[No. Hindi-2006/O.L. 1/12/1]

KRISHNA SHARMA, Jt. Director (O. L.)

प्रवासी भारतीय कार्य मंत्रालय

नई दिल्ली, 11 दिसम्बर, 2006

का.आ. 4897.—उत्प्रवास अधिनियम, 1983 की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, एतद्वारा श्री दलीप सिंह, भा.सां. से. (91) को प्रवासी भारतीय कार्य मंत्रालय में उत्प्रवास संरक्षी (उप सचिव) के रूप में नियुक्त करती है। श्री दलीप सिंह को उप सचिव स्तर पर नियुक्ति इस पदभार को ग्रहण करने की तारीख से चार वर्ष की अवधि अथवा आगामी आदेशों तक, जो भी स्थिति पहले हो, के लिए होगी।

2. श्री दलीप सिंह ने प्रवासी भारतीय कार्य मंत्रालय के अधीन उत्प्रवास संरक्षी के दिल्ली स्थित कार्यालय में 24 नवम्बर, 2006 के पूर्वाह्न से उत्प्रवास संरक्षी-1 का पदभार संभाल लिया है।

[सं. 9/06/फा. सं. ए 19011/18/2006-पीए]

जी.सी. राऊत, अवर सचिव

MINISTRY OF OVERSEAS INDIAN AFFAIRS

New Delhi, the 11th December, 2006

S.O. 4897.—In exercise of power conferred under Section 3, Sub-Section (1) of Emigration Act, 1983, the Central Government appoints Shri Dalip Singh, ISS (91), as Protector of Emigrants (Deputy Secretary) in the Ministry of Overseas Indian Affairs. The appointment of Shri Dalip Singh will be at the level of Deputy Secretary for a period of four years from the date of taking over the charge of the post or until further orders, whichever event takes place earlier.

2. Shri Dalip Singh assumed charge of the post of Protector of Emigrants-I in the Office of the Protector of Emigrants, Delhi under the Ministry of Overseas Indian Affairs in the forenoon of November 24, 2006.

[No. 9/06/ F. No. A. 19011/18/2006-PA.]

G. C. ROUT, Under Secy.

इस्पात मंत्रालय

नई दिल्ली, 11 दिसम्बर, 2006

का.आ. 4898.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित, 1987) के नियम-10 के उप नियम (4) के अनुसरण में केन्द्रीय सरकार एतद्वारा इस्पात मंत्रालय के प्रशासनिक नियंत्रणाधीन स्टील अथॉरिटी ऑफ इंडिया लि. के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :--

1. स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड,
कुटेश्वर चूना पत्थर खदान, कुटेश्वर, जिला-जबलपुर, मध्य प्रदेश।
2. स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड,
भवनाथपुर चूना पत्थर खदान, भवनाथपुर, जिला-गढ़वा, झारखंड।
3. स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड,
गुआ अयस्क खदान, गुआ,
जिला-सिंहभूम, झारखंड,
4. स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड,
मेघाहातुबुरु लौह अयस्क खदान, मेघाहातुबुरु, जिला-पश्चिम सिंहभूम, झारखंड

[सं. ई-11011/9/2006-हिंदी (कार्यान्वयन)]

आशुतोष बरनवाल, निदेशक

MINISTRY OF STEEL

New Delhi, the 11th December, 2006

S. O. 4898(E).—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976 (as amended, 1987) the Central Government hereby notifies the following Offices of Steel Authority of India Limited under the administrative control of Ministry of Steel, where more than 80% staff have acquired working knowledge of Hindi :—

S. No.	Name of the Office
1.	Steel Authority of India limited, Kuteshwar Lime Stone Mines, Kuteshwar, Distt.-Jabalpur, Madhya Pradesh.
2.	Steel Authority of India limited, Bhavnathpoor Lime Stone Mines, Bhavnathpoor, Distt.-Gadhawa, Jharkhand.
3.	Steel Authority of India limited, Gua Ore Mines, Gua, Distt.-Singhbhum, Jharkhand.
4.	Steel Authority of India limited, Meghahatuburu Iron Ore Mines, Megahatuburu, Distt.-West Singhbhum, Jharkhand.

[No. E. 11011/9/2006-Hindi (Implementation)]

ASHUTOSH BARANWAL, Director

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 14 नवम्बर, 2006

का. आ. 4899.—इस मंत्रालय की दिनांक 20-6-2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार निम्नलिखित व्यक्तियों को तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के मुम्बई सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

1. श्री मीरसाहब शियोब अली
2. श्री जगदम्बिका प्रसाद तिवारी

[फा. सं. 809/1/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 14th November, 2006

S.O. 4899.—In continuation of this Ministry's Notification of even number dated 20-6-2005 and in exercise of the powers conferred by Sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Mumbai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :

1. Shri Mirsaheb Sheob Ali
2. Shri Jagdambika Prasad Tiwari

[F.No. 809/1/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 14 नवम्बर, 2006

का. आ. 4900.—इस मंत्रालय की दिनांक 12-7-2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार श्री शंकर गौड़ा पाटिल को तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के बंगलौर सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/5/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 14th November, 2006

S.O. 4900.—In continuation of this Ministry's Notification of even number dated 12-7-2005 and in exercise of the powers conferred by Sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Shankar Gowda Patil as member of the Bangalore Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :

[F. No. 809/5/2004-F(C)]

SANGEETA SINGH, Director(Films)

नई दिल्ली, 14 नवम्बर, 2006

का. आ. 4901.—इस मंत्रालय की दिनांक 30 अगस्त, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार निम्नलिखित व्यक्तियों को तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

1. श्री प्रहलाद यादव
2. डॉ अमरजीत सिंह

[फा. सं. 809/7/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 14th November, 2006

S.O. 4901.—In continuation of this Ministry's Notification of even number dated 30th August, 2005 and in exercise of the powers conferred by Sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :

1. Sh. Prahlad Yadav
2. Dr. Amarjeet Singh

[F. No. 809/7/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 27 नवम्बर, 2006

का. आ. 4902.—इस मंत्रालय की दिनांक 5 फरवरी, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल के सदस्य के रूप में श्री बूला फ्रैंकी रॉय, 14-98, ओल्ड मिर्जालगुड़ा, हैदराबाद-500047, आन्ध्र प्रदेश, को नियुक्त करती है।

[फा. सं. 809/3/2004-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

New Delhi, the 27th November, 2006

S.O. 4902.—In continuation of this Ministry's Notification of even number dated 5th February, 2005 and in exercise of the powers conferred by Sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Boola Franky

Roy, 14-98, Old Mirjalguda, Hyderabad-500047, Andhra Pradesh as a member of the Hyderabad Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/3/2004-F(C)]

AMITABH KUMAR, Director (Films)

नई दिल्ली, 30 नवम्बर, 2006

का. आ. 4903.—इस मंत्रालय की दिनांक 12-7-2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के बंगलौर सलाहकार पैनल के सदस्य के रूप में श्री मोहम्मद शफीउल्ला के स्थान पर श्री एन.आर. ज्ञानमूर्ति, रामसांद्रा गांव, डाकखाना बिरानाहल्ली, नरसापुरा होबली, कोलर तालुक, कोलर जिला, कर्नाटक को नियुक्त करती है।

[फा. सं. 809/5/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 30th November, 2006

S.O. 4903.—In continuation of this Ministry's Notification of even number dated 12-7-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri N. R. Gyanamurthy, Ramsandra Village, Biranahalli Post, Narsapura Hobli, Kolar Taluk, Kolar District, Karnataka as a member of the Bangalore Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier in place of Shri Mohammad Shafiulla.

[F. No. 809/5/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 7 नवम्बर, 2006

का. आ. 4904.—इस मंत्रालय की दिनांक 5 फरवरी, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार श्रीमती बी नागरत्नम भगवतरिणी, 19-8-179 सी, स्टेट बैंक कॉलोनी, आर सी रोड, तिरुपति, आंध्र प्रदेश-517501, को तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/3/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 7th November, 2006

S.O. 4904.—In continuation of this Ministry's Notification of even number dated 5th February, 2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Smt. B. Nagaratnam Bhagavatarini, 19-8-179 C, State Bank Colony, R.C. Road, Tirupati, Andhra Pradesh-517501 as a member of the Hyderabad Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/3/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 9 नवम्बर, 2006

का. आ. 4905.—इस मंत्रालय की दिनांक 30 अगस्त, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार सुश्री अनिता कात्याल, 1-दीनदयाल उपाध्याय मार्ग, नई दिल्ली-110002, को तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/7/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 9th November, 2006

S.O. 4905.—In continuation of this Ministry's Notification of even number dated 30 August, 2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Ms. Anita Katyal, 1-Deendayal Upadhyaya Marg, New Delhi-110002 as a member of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/7/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 30 नवम्बर, 2006

का. आ. 4906.—इस मंत्रालय की दिनांक 12-7-2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के बंगलौर सलाहकार पैनल के सदस्य के रूप में श्री मोहम्मद अकरम, सरकारी लोअर उर्दू प्राथमिक विद्यालय के निकट, हवेली मोहल्ला, कोलार-563101 को नियुक्त करती है।

[फा. सं. 809/5/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 30th November, 2006

S.O. 4906.—In continuation of this Ministry's Notification of even number dated 12-7-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Mohd. Akram, Near Government Lower Urdu Primary School, Haveli Mohalla, Kolar-563101 person as member of the Bangalore Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/5/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 9 नवम्बर, 2006

का. आ. 4907.—इस मंत्रालय की दिनांक 12 जुलाई, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार श्री जे. वी. नारायणस्वामी, 10, 5 मेन अंजनी एक्सटेंशन, चिंतामणि, कोलार जिला, कर्नाटक, को तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के बंगलौर सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/5/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 9th November, 2006

S.O. 4907.—In continuation of this Ministry's Notification of even number dated 12-7-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with Rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri J. V. Narayanaswamy, 10, 5th Main Anjani Extension, Chintamani, Kolar District, Karnataka as member of the Bangalore Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/5/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 30 नवम्बर, 2006

का. आ. 4908.—इस मंत्रालय की दिनांक 20-6-2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए केन्द्र सरकार निम्नलिखित व्यक्तियों को तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के मुम्बई सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है:-

- (1) श्री शैलेन्द्र सोढ़ी
- (2) सुश्री लीला अल्मेडिया
- (3) सुश्री नीना चीमा
- (4) सुश्री रश्मि डी बर्गोजा
- (5) श्रीमती लाईशराम मेमा

[फा. सं. 809/1/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 30th November, 2006

S.O. 4908.—In continuation of this Ministry's Notification of even number dated 20-6-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with Rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Mumbai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :—

- (1) Shri Shailendra Sodhi
- (2) Ms. Leila Almedia
- (3) Ms. Neena Cheema
- (4) Ms. Rashmi D. Braganza
- (5) Smt. Laishram Mema

[F. No. 809/1/2004-F(C)]

SANGEETA SINGH, Director (Films)

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

वडोदरा, 8 दिसम्बर, 2006

का. आ. 4909.—जबकि केन्द्रीय सरकार का अभिप्राय है कि श्री के. वी. माह्यावंशी डाक सहायक वलसाड मुख्य डाकघर के विरुद्ध अनुशासनिक कार्यवाही के मामले में विभागीय जांच करने हेतु गवाह/साक्षी बुलाना जरूरी है।

पता

1. श्रीमती शोभना प्रकाश नाहर मु.पो. बोरडी, जिला : तलासरी, महाराष्ट्र

विभागीय जांच (साक्षी उपस्थिति अमलीकरण और दस्तावेज प्रस्तुत) नियम 4 के उपनियम (1) के अधिनियम, 1972 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार श्री डी. आर. सेंगल, निवृत्त मुख्य डाकपाल, अहमदाबाद जी.पी.ओ. को श्री के. वी. माह्यावंशी डाक सहायक वलसाड मुख्य डाकघर (वर्ग-3) के संबंध में उक्त धारा 5 में दर्शायी गई शक्तियों का प्रयोग करने हेतु जांच अधिकारी के रूप में प्राधिकृत किया जाता है।

[सं. एसटीए/11-विविध/केवीएम/2006]

ए. के. ए. जोशी, पोस्ट मास्टर जनरल

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Posts)

Vadodara, the 8th December, 2006

S.O. 4909.—Whereas the Central Government is of opinion that for the purpose of the departmental inquiry relating to Shri K. V. Mahyavanshi PA Valsad HO, it is necessary to summon as witnesses.

Address

1. Smt. Shobhna Prakash Nahar

At & PO Bordi, Dist. Talasari, Maharashtra

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Departmental Inquiries (Enforcement of witnesses and production of documents) Act, 1972 (18 of 1972) the Central Government hereby authorizes Shri D. R. Sengal, retired Chief Postmaster Ahmedabad GPO as the inquiring authority to exercise the power specified in Section 5 of the said Act in relation to Shri K.V. Mahyavanshi PA Valsad HO, a Group "C" Central Government Servant.

[No. STA/11-Misc/KVM/2006]

A. K. A. JOSHI, Postmaster General

आदेश

नई दिल्ली, 12 दिसम्बर, 2006

का.आ. 4910.—केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण एवं अपील) नियमावली 1965 के नियम 9 के उप-नियम (2), नियम 12 के उप-नियम (2) का खंड (ख) और नियम 24 के उप-नियम (1) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति एतद्वारा भारत सरकार में संचार एवं सूचना प्रौद्योगिकी मंत्रालय (डाक विभाग) की अधिसूचना सं. एस ओ 2454 दिनांक 27 अगस्त 1990, के आदेश में निम्नलिखित संशोधन करते हैं, नामतः :

कथित आदेश की अनुसूची के भाग-1 के लिए निम्नलिखित को प्रतिस्थापित किया जाए, नामतः :--

“भाग-1 सामान्य केन्द्रीय सेवा, समूह ‘ख’

पदों का विवरण	नियुक्ति प्राधिकारी	शास्ति लागू करने के लिए सक्षम प्राधिकारी और वे शास्तियां जिन्हें लागू किया जा सकता है (नियम 11 में मद संख्याओं के संदर्भ में)	अपीलीय प्राधिकारी
	प्राधिकारी	शास्ति	
1	2	3	4
5			
(1) सभी समूह ‘ख’ पद (क्रम सं. 2 से 9 को छोड़कर)	महानिदेशक (डाक)	महानिदेशक (डाक) सदस्य, डाक सेवा बोर्ड अथवा सर्किल अध्यक्ष	सभी (i) से (iv) राष्ट्रपति महानिदेशक (डाक)
(2) सहायक अधीक्षक डाक (पूर्व में सहायक अधीक्षक डाक घर/सहायक अधीक्षक, रेल मेल सेवा के नाम से ज्ञात)	सर्किल अध्यक्ष	सर्किल अध्यक्ष निदेशक डाक सेवाएं (संबंधित)	सभी (i) से (iv) सदस्य, डाक सेवा बोर्ड सर्किल अध्यक्ष अथवा क्षेत्रीय पोस्टमास्टर जनरल
(3) निरीक्षक डाक (निरीक्षक डाकघर/निरीक्षक रेल मेल सेवा के नाम से ज्ञात)	निदेशक डाक सेवाएं	निदेशक डाक सेवाएं (संबंधित) डिवीजन प्रमुख अथवा अधीक्षक, डाक भंडार डिपो/सर्किल स्टैंप डिपो/वरिष्ठ पोस्टमास्टर/मुख्य पोस्टमास्टर/सहायक निदेशक (स्टाफ)/अधीक्षक छंटाई	सभी (i) से (iv) सर्किल अध्यक्ष अथवा क्षेत्रीय पोस्टमास्टर जनरल निदेशक डाक सेवाएं, (संबंधित)
(4) उच्च चयन ग्रेड-1	निदेशक डाक सेवाएं	निदेशक डाक सेवाएं (संबंधित) डिवीजन प्रमुख अथवा अधीक्षक, डाक भंडार डिपो/सर्किल स्टैंप डिपो/वरिष्ठ पोस्टमास्टर/मुख्य पोस्टमास्टर/सहायक निदेशक (स्टाफ)/अधीक्षक छंटाई	सभी (i) से (iv) सर्किल अध्यक्ष/ क्षेत्रीय पोस्टमास्टर जनरल निदेशक डाक सेवाएं, (संबंधित)
(5) कार्यालय अधीक्षक उच्च चयन ग्रेड-1 (सर्किल कार्यालय)	निदेशक डाक सेवाएं	निदेशक डाक सेवाएं (संबंधित) सहायक पोस्टमास्टर जनरल (स्टाफ)/सहायक निदेशक (स्टाफ)	सभी (i) से (iv) सर्किल अध्यक्ष निदेशक डाक सेवाएं, (संबंधित)
(6) पुस्तकालयाध्यक्ष	निदेशक, पोस्टल स्टाफ कॉलेज, भारत	निदेशक, पोस्टल स्टाफ कॉलेज, भारत संयुक्त निदेशक, पोस्टल स्टाफ कॉलेज भारत	सभी (i) से (iv) सदस्य, डाक सेवा बोर्ड निदेशक, पोस्टल स्टाफ कॉलेज भारत

1	2	3	4	5
(7) सहायक प्रबंधक मेल मोटर सेवा (निरीक्षक मेल मोटर सेवा के पद का सहायक प्रबंधक मेल मोटर सेवा के साथ विलय कर दिया गया है)	निदेशक डाक सेवाएं	निदेशक डाक सेवाएं (संबंधित) वरिष्ठ प्रबंधक/प्रबंधक मेल मोटर सेवा	सभी (i) से (iv)	सर्किल अध्यक्ष अथवा क्षेत्रीय पोस्टमास्टर जनरल निदेशक डाक सेवाएं, (संबंधित)
(8) कनिष्ठ लेखा अधिकारी	सर्किल अध्यक्ष	सर्किल अध्यक्ष निदेशक डाक सेवाएं अथवा निदेशक लेखा (डाक)/उप निदेशक लेखा (डाक)/संयुक्त निदेशक, पोस्टल स्टाफ कालेज भारत अथवा निदेशक डाक प्रशिक्षण केन्द्र	सभी (i) से (iv)	सदस्य, डाक सेवा बोर्ड सर्किल अध्यक्ष
(9) सांख्यिकीय सहायक	सचिव, डाक सेवा बोर्ड	सचिव, डाक सेवा बोर्ड निदेशक (प्रशासन) (गैर-सचिवीय पदों के संबंध में)	सभी (i) से (iv)	सदस्य, डाक सेवा बोर्ड सचिव डाक सेवा बोर्ड

[फा. सं. सी-32016/10/2006-वीपी]

प्रतिभा नाथ, निदेशक (वीपी)

टिप्पणी :—उपरोक्त अधिसूचना के तहत जारी संशोधन, एस.ओ. 2454 दिनांक 27 अगस्त, 1990 के भाग II में जहां कहीं भी उपरोक्त क्रम सं. 2-9 में पदों के संबंध में संदर्भ आया है, उस स्थान पर प्रयुक्त होगा।

ORDER

New Delhi, the 12th December, 2006

S. O. 4910.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of Central Civil Services (classification, control and Appeal) Rules, 1965, the President hereby makes the following amendments in order of Government of India in the Ministry of Communications (Department of Posts) number S.O. 2454 dated the 27th August, 1990, namely :—

In the Schedule to the said order, for Part-I, the following shall be substituted, namely :—

“PART I—GENERAL CENTRAL SERVICES, GROUP ‘B’

Description of Posts	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in rule 11)	Appellate Authority
1	2	Authority	Penalties
(1) All Posts Group ‘B’ (Except the posts mentioned at S. No. (2) to (9))	Director General (Posts)	Director General (Posts) Member, Postal Services Board or Head of Circle	All (i) to (iv) Director General (Posts)
(2) Assistant Superintendent of Posts (Previously known as Assistant Superintendent of Post Offices/Assistant Superintendent of Railway Mail Services)	Head of Circle	Head of Circle Director Postal Services (concerned)	All (i) to (iv) Member, Postal Services Board Head of Circle/ Regional Post Master General

1	2	3	4	5
(3) Inspector of Posts (Previously known as Inspector of Post Offices/ Inspector of Railway Mail Services)	Director Postal Services	Director Postal Services (concerned) Head of Division/ Superintendent, Postal Stores Depot/Circle Stamp Depot/ Senior Postmaster/Chief Post Master/Assistant Director (Staff)/Superintendent, Sorting	All (i) to (iv)	Head of Circle/Regional Post Master General Director Postal Services (concerned)
(4) Higher Selection Grade-I	Director Postal Services	Director Postal Services (Concerned) Head of Division/ Superintendent, Postal Stores Depot/Circle Stamp Depot/ Senior Post Master/Chief Post Master/Assistant Director (Staff)/Superintendent, Sorting	All (i) to (iv)	Head of Circle/Regional Post Master General Director Postal Services (concerned)
(5) Office Superintendent Higher Selection Grade-I (Circle Office)	Director Postal Services	Director Postal Services Assistant Post Master General (Staff)/Assistant Director (Staff)	All (i) to (iv)	Head of Circle, Director Postal Services (concerned)
(6) Librarian	Director, Postal Staff College of India	Director, Postal Staff College India Joint Director, Postal Staff College India	All (i) to (iv)	Member, Postal Services Board, Director, Postal Staff College India
(7) Assistant Manager Mail Motor Services (Post of Inspector Mail Motor Services has been merged with Assistant Manager Mail Motor Services)	Director Postal Services	Director Postal Services (concerned) Senior Manager/ Manager, Mail Motor Services	All (i) to (iv)	Head of Circle/Regional Post Master General Director Postal Services (concerned)
(8) Junior Accounts Officer	Head of Circle	Head of Circle. Director Postal Services/ Director of Accounts (Postal)/ Deputy Director of Accounts (Postal)/Joint Director Postal Staff College India/Director Postal Training Centre	All (i) to (iv)	Member, Postal Services Board Head of Circle.
(9) Statistical Assistant	Secretary, Postal Services Board	Secretary, Postal Services Board. Director (Administration) (in respect of non-secretariat posts)	All (i) to (iv)	Member, Postal Services Board Secretary, Postal Services Board"

[File No. C-32016/10/2006-VP]

PRATIBHA NATH, Director (VP)

Note :—The amendment issued *vide* the above Notification supercedes the references in respect of Posts from S.No. 2-9 above, wherever appearing in Part II of S.O. 2454, dated the 27th August, 1990.

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

कार्यालय ज्ञापन

नई दिल्ली, 8 नवम्बर, 2006

का.आ. 4911.—सूचना अधिकार अधिनियम, 2005 के कार्यान्वयन के क्रम में सक्षम प्राधिकारी के अनुमोदन के नीचे वर्णित वेतन एवं लेखा कार्यालयों के दिल्ली स्थित केंद्र एवं फरीदाबाद, कोट टा, नागपुर, चेन्नै, कोचीन और मुम्बई के क्षेत्रीय कार्यालयों में इस संगठन के संबंध में केंद्रीय सहायक जन सूचना अधिकारी के पद पर पदनामित किया जाता है।

वर्तमान पदधारियों के नाम व पदनाम अन्य विवरण सहित नीचे दिया गया है, जो उपरोक्त अधिनियम के अंतर्गत पूछे गये सूचना विचार करने के पश्चात् संबंधित व्यक्ति को वांछित सूचना उपलब्ध कराएंगे। वे अपने कार्य के निर्वहन में आवश्यक सहयोग केंद्रीय जन सूचना अधिकारी को विस्तारित करेंगे।

क्र. सं.	नाम	पदनाम	कार्यालय एवं पता दूरभाष सं. सहित
1.	श्री जे. एल. पांडे	व. लेखा अधिकारी	व. लेखा अधिकारी, मुख्य लेखा कार्यालय, कृषि मंत्रालय, 16-ए, अकबर रोड, हटमेंट्स अनेक्सी, नई दिल्ली फोन : 011-23385721
2.	श्री टी. आर. वशिष्ठ	व. लेखा अधिकारी	व. लेखा अधिकारी, वेतन एवं लेखा कार्यालय (विस्तार), कृषि मंत्रालय, एफ विंग, कमरा सं. 207, शास्त्री भवन, नई दिल्ली फोन : 011-23388283
3.	श्री राजीव कुमार शर्मा	व. लेखा अधिकारी	द. लेखा अधिकारी, कृषि मंत्रालय, दिल्ली दुग्ध योजना, वैस्ट पटेल नगर, नई दिल्ली फोन : 011-25875572
4.	श्री पी के चतुर्वेदी	व. लेखा पदाधिकारी	व. लेखा अधिकारी, वेतन एवं लेखा कार्यालय, पौध संरक्षण एवं विविध, ओल्ड सीजीओ कॉम्प्लेक्स बिल्डिंग, एनएच-4, फरीदाबाद फोन : 95129-2420693
5.	श्री ए. के. सरकार	व. लेखा अधिकारी	व. लेखा अधिकारी, वेतन एवं लेखा कार्यालय, कृषि एवं सहकारिता विभाग, 234/4, ए जे सी बोस रोड, निजाम पैलेस कैम्पस, कोलकाता-700020 फोन : 03322873691

क्र. सं.	नाम	पदनाम	कार्यालय एवं पता दूरभाष सं. सहित
6.	श्री एस डी कहाले	व. लेखा अधिकारी	व. लेखा अधिकारी, वेतन एवं लेखा कार्यालय, विपणन एवं निरीक्षण निदेशालय, दूसरी मंजिल, न्यू सचिवालय बिल्डिंग, नागपुर-440001 फोन : 0712-2560778
7.	श्री ए. सेल्वाराज	व. लेखा अधिकारी	व. लेखा अधिकारी, वेतन एवं लेखा कार्यालय, कृषि एवं सहकारिता विभाग, जी-1, ए ब्लॉक, भू-तल, राजाजी भवन, बसंत नगर, चेन्नै-600090 फोन : 044-24913217
8.	श्रीमती एम गीता देवी	वेतन लेखा अधिकारी	व. लेखा अधिकारी, वेतन एवं लेखा कार्यालय, कृषि मंत्रालय, फाइन आर्ट्स अवेन्यू, फोरशोर रोड, एर्नाकुलम, कोचीन- 682016 फोन : 0484-2366388
9.	श्री टी महालिंगम	व. लेखा अधिकारी	व. लेखा अधिकारी, वेतन एवं लेखा कार्यालय, कृषि मंत्रालय, इंडियन मार्केटाइल चैम्बर्स, द्वितीय तल, 14 आर के मार्ग, बलार्ड एस्टेट, मुम्बई-400038 फोन : 9522-22615368
10.	श्री वी वेणू	व. लेखा अधिकारी	व. लेखा अधिकारी, वेतन एवं लेखा कार्यालय, कृषि मंत्रालय, पशुपालन एवं डेयरी विभाग, एक्सचेंज बिल्डिंग, भू-तल, स्प्रॉट रोड, बलार्ड एस्टेट, मुम्बई-400001 फोन : 9522-2263040

यह प्रस्ताव मुख्य लेखा नियंत्रक (कृषि) के अनुमोदन से जारी किया जाता है।

[सं. 12019/मु. लेखा कार्या./कृषि/समन्वय/आर टी आई/2006-07/1571-85]

जे. एल. पांडे, वरिष्ठ लेखा अधिकारी (मुख्यालय)

MINISTRY OF AGRICULTURE

(Department of Agriculture and Co-operation)

OFFICE MEMORANDUM

New Delhi, the 8th November, 2006

S. O. 4911.—In pursuance with Right to Information Act 2005, the competent authority has been pleased to designate under-mentioned PAOs stationed at Delhi and its regional offices at Faridabad, Kolkata, Nagpur, Chennai, Cochin & Mumbai as Central Assistant Public Information Officers in respect of this organization.

The names & designation of present incumbent along with other particular is given below, who will provide such information as envisaged under the above Act to the persons requesting for information, They shall also extend their assistance to Central Public Information Officer as considered necessary in discharge of his duties,

Sl. No.	Name	Designation	Office & Address with Telephone numbers
1.	Sh. J. L. Pandey	Sr. Accounts Officer	Sr. Accounts Officer, Principal Accounts Office Ministry of Agriculture, 16-A, Akbar road, Hutment Annexe, New Delhi. Tel : 011-23385721
2.	Sh. T. R. Vashishtha	Senior Accounts Officer	The Senior Accounts Officer, Pay & Accounts Office(Extension), Ministry of Agriculture, F- Wing, Room No. 207, Shastri Bhawan, New Delhi. Tel : 011-23388283
3.	Shri Rajiv Kumar Sharma	Senior Accounts Officer	Senior Accounts Officer, Ministry of Agriculture, Delhi Milk Scheme West Patel.Nagar, New Delhi - 110008 Tel : 011-25875572
4.	Shri P. K. Chaturvedi	Senior Accounts Officer	The Senior Accounts Officer Pay & Accounts Office, Plant Protection & Misc., Old CGO Complex building, NH-IV, Faridabad Tel ; 95129-2420693
5.	Sh. A. K. Sarkar	Senior Accounts Officer	The Senior Accounts Officer Pay & Accounts Office, Deptt. of Agriculture & Co-opn. 234/4, A. J.C. Bose Road, Nizam Palace Campus, Kolkata -700020 Tel : 03322873691
6.	Sh. S. D. Kahaley	Senior Accounts Officer	The Senior Accounts Officer, Pay & Accounts Office, (Dte. of Marketing & Inspection, 2nd Floor, New Sectt. Building, Nagpur-440001 Tel : 0712-2560778
7.	Sh. A. Selvaraj	Senior Accounts Officer	The Senior Accounts Officer, Pay & Accounts Office, Department of Agri. & Coopn., 'G-I, A Block, Ground Floor, Rajaji Bhawan, Besant Nagar, Chennai- 600090 Tel : 044-24913217
8.	Smt. M. Geetha Devi	Pay & Accounts Officer	The Senior Accounts Officer, Pay & Accounts Office, Ministry of Agriculture, Fine Arts Avenue, Foreshore Road, Ernakulam, Cochin- 682016 Tel : 0484-2366388

Sl. No.	Name	Designation	Office & Address with Telephone numbers
9.	Sh. T. Mahalingum	Senior Accounts Officer	The Senior Accounts Officer, Pay & Accounts Office, Ministry of Agriculture, Indian Mercantile Chambers, 2nd Floor, 14 R. K. Marg, Ballard Estate, Mumbai-400038 Tel : 9522-22615368
10.	Sh. V. Venu	Senior Accounts Officer	The Senior Accounts Officer, Pay & Accounts Office, Ministry of Agriculture, D/o Animal Husbandry & Dairying, Exchange Building Ground Floor, Sprott Road, Ballard Estate, Mumbai-400001 Tel : 9522-2263040

This issues with the approval of Chief controller of Accounts (Agri.)

[No. 12019/Pr. AO./Agri./Cqord./RTI/2006-07/1571-85]

J. L. PANDEY, Senior Accounts Officer (HQ)

वस्त्र मंत्रालय

नई दिल्ली, 12 दिसम्बर, 2006

का.आ. 4912.—केन्द्रीय रेशम बोर्ड (संशोधन) अधिनियम, 1948 की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उपर्युक्त अधिनियम के प्रावधानों के अध्वधीन इस अधिसूचना की तिथि से तीन वर्षों की अवधि के लिए केन्द्रीय रेशम बोर्ड के सदस्यों के रूप में कार्य करने के लिए निम्नलिखित व्यक्तियों का नामांकन अधिसूचित करती है।—

1. निदेशक, रेशम उत्पादन, महाराष्ट्र सरकार	अधिनियम की धारा 4(3) (आई) के तहत केन्द्र सरकार द्वारा नामित
2. प्रबंध निदेशक, एसईआरआईएफआईडी, केरल सरकार	अधिनियम की धारा 4(3) (आई) के तहत केन्द्र सरकार द्वारा नामित
3. श्री दिनेश जोरदार ग्रा.-रामकृष्णपल्ली, थाना-इंगलिश बाजार, डाकघर एवं जिला-मालडा (पश्चिम बंगाल सरकार द्वारा संस्तुत)	अधिनियम की धारा 4(3) (एफ) के तहत केन्द्र सरकार द्वारा नामित
4. श्रीमती नाजनीन फारुक उबेदुर रहमान रोड, नागांव, असम-7822001	अधिनियम की धारा 4(3) (जे) के तहत केन्द्र सरकार द्वारा नामित

[फा.सं. 25012/56/99-रेशम]

भूपेन्द्र सिंह, संयुक्त सचिव

MINISTRY OF TEXTILES

New Delhi, the 12th December, 2006

S. O. 4912.—In exercise of powers conferred by sub-section (3) of Section 4 of the Central Silk Board Act, 1948, the Central Government hereby notifies the nomination of the following persons to serve as members of the Central Silk Board for a period three years from the date of this notification subject to the provisions of the said Act.:

- | | |
|--|--|
| 1. Director Sericulture,
Government of Maharashtra | Nominated by the Central Government under
Section 4(3)(i) of the Act. |
| 2. Managing Director,
SERIFIED, Government of Kerala | Nominated by the Central Government under
Section 4(3)(i) of the Act. |
| 3. Sri Dinesh Joardar,
Village Ramakrishnapally,
P.S. English Bazar,
P.O. & District, Malda,
(Recommended by Govt. of West Bengal) | Nominated by the Central Government under
Section 4(3)(f) of the Act. |
| 4. Mrs. Naznin Faruque,
Ubedur Rahman Road,
Nagaon Assam-782001 | Nominated by the Central Government under
Section 4(3)(j) of the Act. |

[F. No. 25012/56/99-Silk]

BHUPENDRA SINGH, Jt. Secy.

नई दिल्ली, 12 दिसम्बर, 2006

का.आ. 4913.—केन्द्रीय रेशम बोर्ड (संशोधन) अधिनियम, 2006 की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा निम्नलिखित व्यक्तियों को धारा 4(3) (आई) से धारा 4(3) (जी) में बदल कर 16-12-2007 तक केन्द्रीय रेशम बोर्ड के सदस्य के रूप में कार्य करने के लिए उनका नामांकन अधिसूचित करती है :—

- | | |
|--|---|
| 1. प्रधान सचिव,
उत्तरांचल सरकार,
उद्यान विभाग, सुभाष रोड,
देहरादून-248001 | अधिनियम की धारा 4(3) (आई) के विरुद्ध अधिनियम
की धारा 4(3) (जी) के तहत केन्द्र सरकार द्वारा नामित |
| 2. सचिव,
छत्तीसगढ़ सरकार, ग्रामीण उद्योग विभाग,
सोनाखान भवन, तेलीबन्धा, रिंग रोड,
रायपुर-492006 | |

[फा. सं. 25012/56/99-रेशम]

भूपेन्द्र सिंह, संयुक्त सचिव

New Delhi, the 12th December, 2006

S. O. 4913.—In exercise of powers conferred by sub-section (3) of Section 4 of the Central Silk Board (Amendment) Act, 2006, the Central Government hereby notifies the nomination of the following persons by shifting them from Section 4(3)(i) to Section 4(3)(g) to serve as members of the Central Silk Board till 16-12-2007 :—

- | | |
|--|--|
| 1. The Principal Secretary to the Govt. of Uttaranchal,
Horticulture Department, Subhas Road,
Dehradun-248001 | Nominated by the Central Government under
Section 4(3)(g) of the Act Vice Section 4(3)(i) |
| 2. Secretary to the Government of Chhatisgarh,
Rural Industries Department,
Sonakhan Bhawan, Telibandha,
Ring Road, Raipur-492006 | |

[F. No. 25012/56/99-Silk]

BHUPENDRA SINGH, Jt. Secy.

नई दिल्ली, 12 दिसम्बर, 2006

का.आ. 4914.—केन्द्रीय रेशम बोर्ड (संशोधन) अधिनियम, 2006 की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उपयुक्त अधिनियम के प्रावधानों के अध्वधीन इस अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए केन्द्रीय रेशम बोर्ड के सदस्य के रूप में कार्य करने के लिए निम्नलिखित व्यक्ति का नामांकन अधिसूचित करती है :—

- | | |
|--|---|
| 1. श्री धीरेन्द्र कुमार, आईएफएस,
विशेष सचिव एवं निदेशक,
हथकरघा, रेशम उत्पादन एवं हस्तशिल्प विभाग,
झारखंड सरकार, रांची | अधिनियम की धारा 4(3) (जी) के तहत केन्द्र सरकार द्वारा नामित |
|--|---|

[फा. सं. 25012/56/99-रेशम]

भूपेन्द्र सिंह, संयुक्त सचिव

New Delhi, the 12th December, 2006

S. O. 4914.—In exercise of powers conferred by sub-section (3) of Section 4 of the Central Silk Board (Amendment) Act, 2006, the Central Government hereby notifies the nomination of the following persons to serve as members of the Central Silk Board for a period three years from the date of this notification subject to the provisions of the said Act :—

- | | |
|--|--|
| 1. Shri Dhirendra Kumar, IPS,
Special Secretary-cum-Director,
Handloom, Sericulture and Handicrafts
Department, Government of Jharkhand,
Ranchi. | Nominated by the Central Government under
Section 4(3)(g) of the Act. |
|--|--|

[F.No. 25012/56/99-Silk]

BHUPENDRA SINGH, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 8 दिसम्बर, 2006

का.आ. 4915.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 848:2006 प्लाईवुड के लिए संश्लिष्ट रेजिन आसंजक (फिनालिक एवं एमीनोप्लास्टिक)--विशिष्ट	—	1-1-2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, नागपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' व प्रमुख (सिविल इंजीनियरी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 8th December, 2006

S. O. 4915.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, superseded by the new Indian Standards	Date of Established
1	2	3	4
1.	IS 848:2006 Synthetic Resin Adhesives for Plywood (Phenolic and Aminoplastic-Specification)	—	1st January, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : CED/Gazette]

A. K. SAINI, Scientist 'F' & Head (Civil Engineering)

नई दिल्ली, 11 दिसम्बर, 2006

का.आ. 4916.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं : (सितम्बर 2006 माह के लिए)

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग अनु वर्ष
1.	5287879	5-09-06	मेसर्स स्वासत सीमेंट लिमिटेड टैक्स कंसलटेंसी बिल्डिंग, पहला तल, मिशा रोड, पो.आ. रघुनाथपुर-723133 जिला-पुरुलिया पश्चिम बंगाल	पोर्टलैंड धातुमल सीकंट	455	1989
2.	5289984	15-09-06	मेसर्स मोहता इलेक्ट्रो सिस्टम, जालान कम्प्लेक्स, जांगलपुर, पो.आ. डोमजूर, बेनियारा, जिला हाबड़ा-711411 पश्चिम बंगाल	पी वी सी रोधित केबिल 1100 वोल्ट तक कार्यकारी वोल्टता के लिए	694	1990

[संदर्भ : सीएमडी 1/13:11]

एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 11th December, 2006

S. O. 4916.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars are given below for the month of September, 2006.

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part.	Sec.	Year
1.	5287879	5-09-06	M/s. Swasata Cement Ltd., Tax Consultancy Building, 1st Floor, Mission Road, P.O. Raghunathpur, Dist. Purulia, Pin : 723133, West Bengal	Portland Slag Cement	455			1989
2.	5289984	15-09-06	M/s. Mohta Electro System Jalan Complex, Junglepur, P.O. Domjur, Baniara Dist. Howrah—711411 West Bengal	PVC Insulated Cables for working voltage upto and including 1100V.	694			1990

[Ref : CMD-I/13:11]

S.K. CHAUDHURI, Dy. Director General (Marks)

नई दिल्ली, 14 दिसम्बर, 2006

का.आ. 4917.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 5 के उपविनियम के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गयी तारीख से रद्द/स्थगित कर दिया गया है:—

2005-2006**अनुसूची**

क्रम संख्या	लाइसेंस संख्या सी एम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम भारतीय मानक का शीर्षक	सम्बद्ध रद्द/स्थगित करने की तिथि
1.	9214266	स्वदेशी इण्टरप्राइजेज 111/108 ए, पोखरपुर, कानपुर-208010	8960 मिथाइल पैराथियन डस्टिंग पावडर	25-08-2005

2006-2007

2.	9296601	सम्पन्न ओवरसीज प्रा. लि. जी-51, जैनपुर इण्डस्ट्रियल एरिया, कानपुर देहात	14543 पैकबन्द पेय जल	04-07-2006
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[संदर्भ : सीएम 1/13:13]

एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 14th December, 2006

S. O. 4917.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notified that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

2005-2006
SCHEDULE

Sl. No.	Licences No CM/L	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation/ Suspension
1.	9214266	Swadeshi Enterprises 111/108 A, Pokharpur, Kanpur-208010	8960 Methyl Parathion Dusting Powders	25-08-2005
2006-2007				
2.	9296601	Sampann Overseas Pvt. Ltd., G-51, Jainpur Industrial Area, Kanpur Dehat	14543 Packaged Drinking Water	04-07-2006

[Ref. : CMD-I/13:13]

S. K. CHAUDHURI, Dy. Director General (Marks)

नई दिल्ली, 15 दिसम्बर, 2006

का.आ. 4918.—भारतीय मानक ब्यूरो के भारतीय मानक ब्यूरो (प्रमाणन) विनियमन 1988 के विनियम 4 के उपविनियमन (5) के तहत यह अधिसूचित किया जाता है कि निम्नलिखित ब्यौरेवाले लाइसेन्स प्रदान किए जाते हैं।

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लागू तिथि	पार्टी का नाम व पता (कारखाना)	मानक की उपाधि	भामा संख्या भाग/ खंड व वर्ष
1.	6606470	14-09-2006	मेसर्स जय झांसी इन्डस्ट्रीज यूनिट-3, एस.एफ. सं. 301, दुरैस्वामी ले आउट, आवारमपालयम, कोयंबतूर-641006	कृषि तथा जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मोनोसेट पम्पस	भामा 9079 : 2002
2.	6607270	15-09-2006	मेसर्स रिलयन्स पंप्स, नई संख्या 4, शक्ति नगर उपिलिप्पालयम पोस्ट कोयंबतूर-641015	निमज्जनीय पंप सेट	भामा 8034 : 2002
3.	6607371	18-09-2006	मेसर्स सुप्रीम पम्प, 15, श्री तिरुप्पति वेंकटाचलपति नगर, अवनासी रोड पीलमेड, कोयंबतूर-641004	निमज्जनीय पंप सेट	भामा 8034 : 2002
4.	6607472	18-09-2006	मेसर्स सुप्रीम पम्प 15, श्री तिरुप्पति वेंकटाचलपति नगर, अवनासी रोड पीलमेड, कोयंबतूर-641004	निमज्जनीय पंप सेट	भामा 9283 : 1995
5.	6608171	20-09-2006	मेसर्स टेकमैक्स एक्विपमेन्ट, साख्या 3, कामराज नगर, कालप्पटिट्ट रोड, सिविल एरोड्रोम (पोस्ट), कोयंबतूर-641014	गहरे कुओं के निमज्जनीय पंप सेट	भामा 14220 : 1994
6.	6609678	25-09-2006	मेसर्स हालमार्क पंप्स, 463, सांगनूर रोड, गणपति (पोस्ट), कोयंबतूर-641006	कृषि तथा जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मोनोसेट पम्पस	भामा 9079 : 2002

[सं. सी एम डी I/13 : 11]

एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 15th December, 2006

S. O. 4918.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Operative date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	6606470	14-09-2006	M/s. Jai Jansi Industries Unit-3 SF No. 301, Durai Swamy Lay Out, Avarampalayam, Coimbatore-641006	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002
2.	6607270	15-09-2006	M/s. Reliance Pumps New No. 4, Sakthi Nagar, Upplipalayam Post, Coimbatore-641015	Submersible Pumpsets	IS 8034 : 2002
3.	6607371	18-09-2006	M/s. Supreme Pump, 15, Sri Thirupathi Venkatachalapathy Nagar, Avanashi Road, Peelamedu, Coimbatore-641004.	Submersible Pumpsets	IS 8034 : 2002
4.	6607472	18-09-2006	M/s. Supreme Pump 15, Sri Thirupathi Venkatachalapathy Nagar, Avanashi Road, Peelamedu, Coimbatore-641004	Motors for Submersible Pumpsets	IS 9283 : 1995
5.	6608171	20-09-2006	M/s. Techmax Equipment No. 3, Kamaraj Nagar, Kalapatti Road, Civil Airodram (P.O.), Coimbatore-641014	Openwell Submersible Pumpsets	IS 14220 : 1994
6.	6609678	25-09-2006	M/s. Hallmark Pumps, 463, Sanganoor Road, Ganapathy (Post), Coimbatore-641006	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079 : 2002

[No. CMD/13 : 11]

S. K. CHAUDHURI, Dy. Director General (Marks)

नई दिल्ली, 14 दिसम्बर, 2006

का.आ. 4919.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं : -

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग अनुभाग	वर्ष
1	2	3	4	5	6	7 8	9
1	7658696	03-10-2006	भारत ज्वैलर्स, 215, डोलक्स रोड, मेहता सदन, पिंपरी, पुणे-411017	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिह्नांकन	1417		1999

1	2	3	4	5	6	7	8	9
2	7659601	05-10-2006	चेनमल खुमजी सराफ 18, गणेश पेठ, गोविंद हलवाई चौक के पास, पुणे-411002	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिह्नांकन	1417			1999
3	7661685	11-10-2006	एस.जी. कैगांवकर क्र. नं. 2903, गंज (सराफ) बाजार, अहमदनगर-414001	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिह्नांकन	1417			1999
4	7661786	11-10-2006	गुडविल बेवरेजेज प्रा.लि. क्र. सं. 196/3, गोरहे खुर्द, पानसेत रोड, ब्लू बर्ड कंपनी के आगे, तालुका-मुलसी, जिला-पुणे	पैकेजबंद पेयजल (पैकेजबंद पेयजल प्राकृतिक मिनरल जल के अलावा)	14543			2004
5	7663184	16-10-2006	जल श्री एग्रीटेक प्रा.लि. गट संख्या 278, देहू-मोशी रोड, मोशी, जिला-पुणे-412105	सिंचाई उपकरण- सिंचाई के लिए बगलों के पॉलिथिलीन पाइप्स	12786			1989
6	7664893	26-10-2006	मोहक एग्रो इंडस्ट्रीज, प्लॉट संख्या-1, अहमदनगर इंडस्ट्रियल इस्टेट, नगर-पुणे रोड, जिला-अहमदनगर-414005	सिंचाई उपकरण-स्प्रिंकलर पाइप्स भाग-2, शीघ्र जुड़ने वाले पॉलिथिलीन पाइप्स	14151	2		1999
7	7664994	27-10-2006	वसुंधरा फूड्स एंड बेवरेजेज, 106/21, रामटेकडो इंडस्ट्रीयल इस्टेट, हडपसर, पुणे-411013	पैकेजबंद पेयजल (पैकेजबंद पेयजल प्राकृतिक मिनरल जल के अलावा)	14543			2004

[संदर्भ : सी एम डी-1/13: 11]

एस.के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 14th December, 2006

S. O. 4919.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences, particulars of which are given in the following Schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part.	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	7658696	3-10-2006	Bharat Jewellers 215, Deluxe Road, Mehta Sadan, Pimpri, Pune-411017	Gold and gold alloys, jewellery/ artefacts Fineness and marking	1417			1999

1	2	3	4	5	6	7	8	9
2	7659601	5-10-2006	Chenmal Khumaji Saraf 18, Ganesh Peth, Near Govind Halwai Chowk, Pune-411002	Gold and gold alloys, jewellery/ artefacts, Fineness and marking	1417			1999
3	7661685	11-10-2006	S.G. Kaigaonkar R. No. 2903, Ganj (Saraf) Bazar, Ahmednagar-414001	Gold and gold alloys, jewellery/ artefacts-Fineness and marking	1417			1999
4	7661786	11-10-2006	Goodwill Beverages Pvt Ltd. S. No. 196/3, Gorhe Khurd, Panchet Road, Next to Blue Bird Company, Taluka Mulshi District Pune	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
5	7663184	16-10-2006	Jalshree Agritech Pvt., Ltd. Gat. No. 278, Dehu-Moshi Road, Moshi, District Pune-412105	Irrigation equip- ment-Polyethylene pipes for irrigation laterals	12786			1989
6	7664893	26-10-2006	Mohak Agro Industries Plot No. 1, Ahmednagar Indl. Estate, Nagar-Pune Road, District Ahmednagar-414005	Irrigation equip- ment-Sprinkler pipes Part 2 Quick coupled polyethylene pipes	14151	2		1999
7	7664994	27-10-2006	Vasundhara Foods & Beverages 106/21, Ramtekdi Indl. Estate, Hadapsar, Pune-411013	Packaged drinking water (Other than packaged natural mineral water)	14543			2004

[Ref.: CMD-I/13:11]

S. K. CHAUDHURI, Dy. Director General (Marks)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 12 दिसम्बर, 2006

का.आ. 4920.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र में 6 मार्च, 2004 को प्रकाशित अधिसूचना सं. का.आ. 514, तारीख 25 फरवरी, 2004 द्वारा अपर लोक अभियोजक के रूप में नियुक्त किए जाने पर श्री के. बी. राव, अधिवक्ता को मुम्बई उच्च न्यायालय में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय द्वारा या उसके विरुद्ध सभी दंडिक मामले, जिसके अंतर्गत सभी दंडिक रिट याचिकाएं, दंडिक अपीलें, दंडिक पुनरीक्षण दंडिक निर्देश और दंडिक आवेदन भी हैं, संचालन करने के प्रयोजन के लिए इस शर्त के अध्वयधीन कि श्री के. बी. राव, अधिवक्ता तीन वर्ष की विस्तारित अवधि के दौरान भारत संघ या केन्द्रीय सरकार के किसी विभाग या केन्द्रीय सरकार के किसी कार्यालय के विरुद्ध ऊपर निर्दिष्ट किसी दंडिक मामले में मुम्बई उच्च न्यायालय में उपसंज्ञात नहीं होंगे, 25 फरवरी, 2007 से तीन वर्ष की अतिरिक्त अवधि के लिए या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, की नियुक्ति की अवधि का विस्तार करती है।

[सं. फा. 23(2)/2006-न्यायिक]

आर. एम. शर्मा, अपर सचिव

MINISTRY OF LAW AND JUSTICE**(Department of Legal Affairs)**

New Delhi, the 12th December, 2006

S. O. 4920.—In exercise of the powers conferred by sub-section (1) of Section 24 of the Code of Criminal Procedure, 1973(2 of 1974), the Central Government hereby extends the term of appointment of Shri K. B. Rao, Advocate as Additional Public Prosecutor, having been appointed as such *vide* notification No. S.O. 514 dated 25th February, 2004, published in the Gazette of India dated the 6th March, 2004 for the purpose of conducting all criminal cases including Criminal Writ Petitions, Criminal Appeals, Criminal Revisions, Criminal References and Criminal Applications by or against the Union of India or any Department or Office of the Central Government, in the High Court of Judicature at Mumbai, with effect from 25th February, 2007 for a further period of three years or until further orders whichever is earlier, subject to the condition that Shri K. B. Rao, Advocate shall not appear against the Union of India or any Department or office of the Central Government in any criminal case referred to above in the High Court of Judicature at Mumbai during the extended period of three years.

[No. F. 23(2)/2006-Judl.]

R. M. SHARMA, Addl. Secy.

कोयला मंत्रालय

नई दिल्ली, 19 दिसम्बर, 2006

का.आ. 4921.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है), की धारा 4 की उपधारा (i) के अधीन जारी की गई अधिसूचना जो भारत के राजपत्र, भाग II, खंड-3, उपखंड (ii) तारीख 17 दिसम्बर, 2005 को प्रकाशित की गई थी, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 4717 तारीख 7 दिसम्बर, 2005 द्वारा उस अधिसूचना में उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 6256.761 हैक्टेयर (लगभग) या 15460.45 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है, कि उक्त भूमि के भाग में कोयला अभिप्राप्य है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित उक्त भूमि में और उस पर 559.249 हैक्टेयर (लगभग) या 1381.90 एकड़ (लगभग) माप की भूमि में सभी अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1 : इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/306 तारीख 2 अगस्त, 2006 का निरीक्षण कलेक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1 कोल कार्डसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :—

अर्जन के प्रति आक्षेप

“8(1) कोई व्यक्ति जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण.—इस धारा के अंतर्गत यह ‘आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (i) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आक्षेपों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो जो वह आवश्यक समझता है करने के पश्चात् वह या जो धारा 7 की उपधारा (i) के अधीन अधिसूचित भूमि के या ऐसी में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिश और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए, वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा, जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

टिप्पण 3 : केन्द्रीय सरकार ने भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 4 अप्रैल, 1987 के पृष्ठ 1397 से 1400 पर प्रकाशित अधिसूचना संख्यांक का.आ. 905, तारीख 20 मार्च, 1987 द्वारा कोयला नियंत्रक, 1, कार्डसिल हाऊस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

कुरुमकेला ब्लाक (भाग-II) जामपाली

मांड-रायगढ़ कोलफील्ड्स

जिला-रायगढ़ (छत्तीसगढ़)

सभी अधिकार

क्र. सं.	ग्राम का नाम	बंदोबस्त संख्या	पटवारी हल्का सं.	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणी
1.	कोसमघाट	46	17	घरघोडा	रायगढ़	0.336	भाग
2.	घोधरा	93	17	घरघोडा	रायगढ़	57.916	भाग
3.	कुडुमकेला	31	17	घरघोडा	रायगढ़	500.997	भाग
योग : 559.249 हैक्टर (लगभग) या 1381.90 एकड़ (लगभग)							

- (1) ग्राम कोसमघाट (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 632/1 और 633/1
- (2) ग्राम घोधरा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 1/1, 1/2, 2 से 12, 25, 28 से 42 और 44
- (3) ग्राम कुडुमकेला (भाग) में अर्जित किए जाने वाले प्लॉट संख्या : 173 से 189, 190/1, 190/2, 191 से 200, 202, 203, 206/1, (भाग), 207 से 210, 308 (भाग), 309/1, 310 से 322, 323 (भाग), 330 (भाग), 332 से 350, 351/1, 351/2, 351/3, 352 से 354, 355 (भाग), 357 से 387, 388/1, 388/2, 389 से 393, 394/1, 394/2, 394/3, 395 से 398, 399/1 399/2, 399/3, 399/4, 399/5, 400 से 417, 418/1, 418/2, 418/3, 419 से 425, 426/1, 426/2, 427 से 430, 431/1, 431/2, 432 से 438, 440 से 465, 446 (भाग), 467 से 491, 492/1, 492/2, 493 से 495, 496/1, 496/2, 497, 498, 499, 500 (भाग), 514 (भाग), 515, 516, 517/1 (भाग), 528/1 क (भाग), 528/2, 528/52, 528/53, 528/54, 528/65 और 183/1983.

सीमा वर्णन :

- क-ख** रेखा ग्राम कुडुमकेला-पुसलदा ग्रामों की सम्मिलित सीमा पर "क" बिन्दु से आरंभ होती है और भागतः ग्राम कुडुमकेला-पुसलदा, घोधरा-पुसलदा ग्रामों की सम्मिलित सीमा से गुजरती हुई "ख" बिन्दु पर मिलती है।
- ख-ग** रेखा ग्राम घोधरा के प्लॉट संख्या 1/2, 12, 25, 10, 28, 39, 42, 38, 44, की उत्तरी सीमा से गुजरती हुई "ग" बिन्दु पर मिलती है।
- ग-घ** रेखा ग्राम कुडुमकेला में प्रवेश करती है और नाला के उत्तरी सीमा से गुजरती है फिर प्लॉट संख्या 438 की उत्तरी सीमा से गुजरती हुई "घ" बिन्दु पर मिलती है।
- घ-ङ-च-छ** रेखा ग्राम कुडुमकेला के प्लॉट संख्यांक 438, 440, 441 की पूर्वी सीमा के साथ-साथ प्लॉट संख्यांक 500 से, प्लॉट संख्या 497 की पूर्वी सीमा प्लॉट के साथ-साथ संख्या 500, 514 से होती हुई, प्लॉट संख्या 517/1 की पूर्वी सीमा से गुजरती हुई "छ" बिन्दु पर मिलती है।
- छ-ज-झ** रेखा ग्राम कुडुमकेला के प्लॉट संख्यांक 517/1, 466 से, प्लॉट संख्यांक 528/54, 528/53, 528/52, 528/2 की दक्षिणी सीमा, फिर प्लॉट संख्यांक 528/2 की पश्चिमी सीमा से, गुजरती हुई "झ" बिन्दु पर मिलती है।
- झ-ञ** रेखा ग्राम कुडुमकेला के प्लॉट संख्यांक 528/1 ट, 308 से, प्लॉट संख्या 309/1 की दक्षिणी सीमा, प्लॉट संख्यांक 308 से, गुजरती हुई "ञ" बिन्दु पर मिलती है।
- ञ-ट** रेखा ग्राम कुडुमकेला के प्लॉट संख्यांक 308, 323 से प्लॉट संख्यांक 317 की पश्चिमी सीमा, प्लॉट संख्यांक 330 से प्लॉट संख्यांक 333, 337 की पश्चिमी सीमा, प्लॉट संख्यांक 355 से, फिर प्लॉट संख्यांक 357, 358, 359, 209, 210 की पश्चिमी सीमा, प्लॉट संख्यांक 206/1, 206/2 से, प्लॉट संख्यांक 200, 202 की पश्चिमी सीमा से गुजरती हुई "ट" बिन्दु पर मिलती है।
- ट-ठ-ड-ढ-ण** रेखा ग्राम कुडुमकेला के प्लॉट संख्यांक 174, 173 की दक्षिणी सीमा तथा प्लॉट संख्यांक 173 की पश्चिमी सीमा, बाद में ग्राम कोसमघाट में प्रवेश करती है और प्लॉट संख्यांक 632/1, 633/1 की पश्चिमी सीमा, प्लॉट संख्यांक 633/1 की उत्तरी सीमा से गुजरती हुई "ण" बिन्दु पर मिलती है।

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 19th December, 2006

[illegible]

1. Plot numbers to be acquired in village Kosamghat (Part) :— 632/1, and 633/1.
2. Plot numbers to be acquired in village Ghoghra (Part) :— 1/1, 1/2, 2 to 12, 25, 28 to 42 and 44.
3. Plot numbers to be acquired in village Kudumkela (Part) :—
173 to 189, 190/1, 190/2, 191 to 200, 202, 203, 206/1 (Part), 206/2 (part), 207 to 210, 308 (part), 309/1, 310 to 322, 323 (part), 330 (part), 332 to 350, 351/1 351/2, 351/3, 352 to 354, 355 (part), 357 to 387, 388/1, 388/2, 389 to 393, 394/1, 394/2, 394/3, 395 to 398, 399/1, 399/2, 399/3, 399/4, 399/5, 400 to 417, 418/1, 418/2, 418/3, 419 to 425, 426/1 426/2, 427 to 430, 431/1, 431/2, 432 to 438, 440 to 465, 466 (part), 467 to 491, 492/1 492/2, 493 to 495, 496/1, 496/2, 497, 498, 499, 500 (part), 514 (part), 515, 516, 517/1 (part), 528/1 k (part), 528/2, 528/52, 528/53, 528/54, 528/65, and 183/1982.

Boundary description :

- A-B :** Line starts from point 'A' on the common boundary of village Kudumkela—Pusalda and passes partly along the common boundary of villages Kudumkela-Pusalda, Ghoghra-Pusalda and meets at point "B".
- B-C :** Line passes in village Ghoghra along the Northern boundary of plot numbers 1/2, 12, 25, 10, 28, 39, 42, 38, 44 and meets at point "C".
- C-D :** Line enters in village Kudumkela and passes along the Northern boundary of Nalla, then Northern boundary of plot number 438 and meets at point "D".
- D-E-F-G :** Line passes in village Kudumkela along Eastern boundary of plot numbers 438, 440, 441, through plot number 500, along the Eastern boundary of plot number 497 through plot number 500, 514 Eastern boundary of plot number 517/1 and meets at point "G".
- G-H-I :** Line passes in village Kudumkela through plot numbers 517/1, 466, Southern boundary of plot numbers, 528/54, 528/53, 528/52, 528/2 then Western boundary of plot number 528/2 and meets at point "I".
- I-J :** Line passes in village Kudumkela through plot numbers 528/1 k, 308, Southern boundary of plot number 309/1, then through plot number 308, and meets at point "J".
- J-K :** Line passes in village Kudumkela through plot numbers 308, 323, Western boundary of plot number 317, through plot number 330, Western boundary of plot numbers 333, 337, through plot number 355 then Western boundary of plot numbers 357, 358, 359, 209, 210 through plot numbers 206/1, 206/2, Western boundary of plot numbers 200, 203 and meets at point "K".
- K-L-M-N-O :** Line passes in village Kudumkela southern boundary of plot numbers 174, 173 Western boundary of plot number 173, then enter in village Kosamghat and passes along Western boundary 632/1, 633/1 Northern boundary of plot number 633/1 and meets at point "O".
- O-A :** Line passes partly along the common boundary of villages Kudumkela-Kosamghat and meets at the starting point "A".

[F.No. 43015/8/2005/PRIW]

M. SHAHABUDEEN, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 19 दिसम्बर, 2006

का. आ. 4922.—भारत के राजपत्र, तारीख 23 सितम्बर, 2006 के भाग II खण्ड 3, उप-खण्ड (ii) में पृष्ठ क्रमांक 8247 से 8250 तक में प्रकाशित भारत सरकार, कोयला मंत्रालय की अधिसूचना संख्या का.आ. 3821, तारीख 13 सितम्बर, 2006 में :

पृष्ठ क्रमांक 8249 पर

ग्राम मुहेर में अर्जित किए जाने वाले प्लॉट संख्यांक में

"12 भाग" के पहले "11 भाग" जोड़ कर पढ़ें।

पृष्ठ क्रमांक 8250 पर

सीमा वर्णन

रेखा ड-च के अन्तर्गत तीसरी पंक्ति में "1316" के बाद एवं "1315" के पहले "ख खा" के स्थान पर "और" पढ़ें।

[फा. सं. 43015/1/2003/पीआरआईडब्ल्यू]

एम. शहाबुद्दीन, अवर सचिव

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली 18 दिसम्बर, 2006

का. आ. 4923.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन), अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 41 तारीख 06 जनवरी, 2006 द्वारा उस अधिसूचना से संलग्न अनुसूची में, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, पूर्ववत् मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड को जामनगर - भोपाल और काकीनाडा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए एक पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 10 नवम्बर, 2006 से 15 नवम्बर, 2006 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता की ओर से कोई आक्षेप प्राप्त नहीं हुआ है;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, में निहित होगा।

अनुसूची

तहसील : ओलपाड	जिला : सुरत	राज्य : गुजरात		
		आर ओ यू अर्जित करने के लिये क्षेत्रफल		
गांव का नाम	सर्वे नंबर / ब्लॉक नं	हेक्टेयर	एयर	चौ.मी.
1	2	3	4	5
1. उमरा	126	00	15	94
	127	00	20	58
	119	00	36	80
	120	00	08	10
	111	00	15	94
	112	00	13	07
	97	00	15	06

1	2	3	4	5
1. उमरा (गरी...)	99	00	17	02
	98	00	32	22
	39	00	12	07
	40	00	33	89
	43	00	15	22
	44	00	08	20
	42	00	17	27
	45	00	10	74
	46/3	00	08	46
	32	00	13	78
	29	00	29	48
	28	00	01	49

[फा. सं. एल-14014/39/2005-जी.पी.]

एस. बी. मण्डल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 18th December, 2006

S. O. 4923.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 41 dated 06th January, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa Pipelines by M/s Reliance Gas Transportation Infrastructure Limited erstwhile M/s Gas Transportation and Infrastructure Company Limited;

And, whereas copies of the said Gazette notification were, made available to the public from 10th November, 2006 to 15th November, 2006;

And whereas, no objections were received from the public to the laying of the Pipeline;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering, the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited free from all encumbrances.

SCHEDULE

Tehsil : Olpad	District : Surat	State : Gujarat		
Name of the Village	Survey No./Block No.	Area to be acquired for ROU		
		Hectare	Are	Sq.m
1	2	3	4	5
1. Umara	126	00	15	94
	127	00	20	58
	119	00	36	80
	120	00	08	10
	111	00	15	94
	112	00	13	07
	97	00	15	06
	99	00	17	02
	98	00	32	22
	39	00	12	07
	40	00	33	89
	43	00	15	22
	44	00	08	20
	42	00	17	27
	45	00	10	74
	46/3	00	08	46
	32	00	13	78
	29	00	29	48
	28	00	01	49

[F. No. L-14014/39/2005-G.P.]
S.B MANDAL, Under Secy.

नई दिल्ली, 19 दिसम्बर, 2006

का. आ. 4924.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का आ 477 तारीख 7 फरवरी, 2005 (जिसे शुद्धिपत्र संख्या का आ 4828 तारीख 29 दिसम्बर, 2005 द्वारा संशोधित किया गया था जो भारत के राजपत्र तारीख 31 दिसम्बर, 2005 में प्रकाशित की गई थी) जो भारत के राजपत्र तारीख 4 फरवरी, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में मांगल्या संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कॉरपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 16 फरवरी, 2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : रावार्ड माधोपुर		जिला : रावार्ड माधोपुर	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	बोरीफ	49	0.0396
		51	0.0900
		52	0.0288
		50	0.1296
		37	0.1584
		38	0.0560
		14	0.2412

1	2	3	4
2.	सूरवाल	5431/7370	0.1677
3.	जटवाड़ा खुर्द	127	0.2016
4.	रझथा खुर्द	1629	0.0628
5.	रवांजना चौड़	4525	0.0144
		3417	0.0360
		4603/5364	0.1224
		2196	0.2232
6.	कुस्तला	5166	0.0130
7.	पंघीपल्या	1012/2189	0.1224
		1012	0.0648
		1013	0.0072
		1010/2194	0.0020
		1011/2193	0.0288
8.	फुसोदा	922	0.2016
9.	कीरपुरा	535	0.0050

[फा. सं. आर-31015/78/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 19th December, 2006

S. O. 4924.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 477 dated the 7th February, 2005 (which was amended vide No. S.O. 4828 dated 29th December, 2005 published in the Gazette of India dated 31st December, 2005), issued under sub-section (1) of Section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 12th February, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products from Mangliya (Indore) terminal in the State of Madhya Pradesh, to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 16th February, 2006:

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL:SAWAI MADHOPUR DISTRICT:SAWAI MADHOPUR STATE:RAJASTHAN			
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1.	BORIF	49	0.0396
		51	0.0900
		52	0.0288
		50	0.1296
		37	0.1584
		38	0.0560
		14	0.2412
2.	SOORWAL	5431/7370	0.1677
3.	JATWARA KHURD	127	0.2016
4.	REITHA KHURD	1629	0.0628
5.	RAWANJANA CHOD	4525	0.0144
		3417	0.0360
		4603/5364	0.1224
		2196	0.2232
6.	KUSHTALA	5166	0.0130
7.	PANCHIPALYA	1012/2189	0.1224
		1012	0.0548
		1013	0.0072
		1010/2194	0.0020
		1011/2193	0.0288
8.	FUSODA	922	0.2016
9.	KIRPURA	535	0.0050

[F. No. R-31015/78/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 19 दिसम्बर, 2006

का. आ. 4925.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश में मांगल्या (इन्दौर) संस्थापन से हरयाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नन्दी, सक्षम प्राधिकारी, मुम्बई—मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, 1—सी, बाल मंदिर कॉलोनी, होटल पिक पैलेस के पास, सवाई माधोपुर — 322001 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : सवाई माधोपुर		जिला : सवाई माधोपुर	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1.	कुस्तला	3898	0.0100
		3894	0.1546
		3891	0.3006
		3888	0.1314
		4251	0.1512
		4972	0.0100
		4960	0.1584
		4932	0.0216
		4932/5470	0.0108
		4262	0.0828
		4260	0.0846
		4258	0.0234
		3887	0.0360
		4006	0.0090
		3897	0.0539
		3904	0.0628
		3902	0.0161
		4243	0.0562
2.	फूसोदा	131	0.0000
3.	चकेरी	259	0.0366
		751	0.0500
4.	नीमली कलां	115	0.1293

[फा. सं. आर-31015/78/2004-ओ.आर.-II]

ए. गोस्वामी, अव्वर सचिव

New Delhi, the 19th December, 2006

S. O. 4925.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, I-C, Bal Mandir Colony, Near Hotel Pink Palace, Sawai Madhopur-322001(Rajasthan).

SCHEDULE

TEHSIL:SAWAI MADHOPUR DISTRICT:SAWAI MADHOPUR STATE:RAJASTHAN			
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1.	KUSHTALA	3898	0.0100
		3894	0.1546
		3891	0.3006
		3888	0.1314
		4251	0.1512
		4972	0.0100
		4960	0.1584
		4932	0.0216
		4932/5470	0.0108
		4262	0.0828
		4260	0.0846
		4258	0.0234
		3887	0.0360
		4006	0.0090
		3897	0.0539
		3904	0.0628
		3902	0.0161
		4243	0.0562
2.	FUSODA	131	0.0600
3.	CHAKERI	259	0.0366
		751	0.0500
4.	NIMLI KALAN	115	0.1293

[F. No. R-31015/78/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 दिसम्बर, 2006

का. अ. 4926.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि हरियाणा राज्य में पानीपत से पंजाब राज्य के नामा होते हुए पंजाब राज्य के जालंधर तक लिक्विफाइड पेट्रोलियम गैस के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री गगनविष सिंह, सक्षम प्राधिकारी (पंजाब), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मकान नं०. 23, खुखरेन कालोनी, खालसा स्कूल रोड, खन्ना, लुधियाना, पंजाब, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : संगरूर

जिला : संगरूर

राज्य : पंजाब

गांव का नाम	हदबस्ता संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
मुनशीवाला	29		206	00	00	42
			327	00	13	91
			328	00	05	48
			329	00	00	42
			335	00	06	74
			336	00	00	42
			359	00	17	70
			362	00	18	55
			371	00	02	11
			372	00	05	48
			373	00	03	37
			376	00	10	96
			377	00	13	07
			378	00	01	69
			379	00	05	90
			380	00	03	37
			426	00	08	01
			427	00	01	26
			428	00	12	22
			431	00	00	42
नदामपुर	35		225	00	01	26
			226	00	07	17
			229	00	06	74
			228	00	06	74
			250	00	11	38
			251	00	02	11
			257	00	02	95
			258	00	13	07
			1903/322	00	13	91
			325	00	13	91
			328	00	13	91
			330	00	14	75
			331	00	13	91
			335	00	08	01
			335/1	00	03	79
			374	00	05	06

1	2	3	4	5	6	7
नदामपुर	35		375	00	00	42
			376	00	00	42
			380	00	14	33
			381	00	14	33
			382	00	13	91
			383	00	11	80
			1320	00	00	84
			1322	00	00	42
मसानी	30		99	00	08	85
			100	00	02	95
			101	00	14	75
			102	00	00	42
			103	00	01	69
			114	00	00	42
			115	00	16	44
			116	00	00	42
			117	00	16	44
			412-413/119	00	02	95
			123	00	02	95
			164	00	01	69
			170	00	02	95
			171	00	16	44
			172	00	02	95
			173	00	00	42
			174	00	16	44
			175	00	00	42
			176	00	01	69
			188	00	00	42
			189	00	14	33
			190	00	02	95
			341/192	00	00	42
			191	00	16	44
			195	00	00	42
			394-396/213	00	01	69
			216	00	18	55
			217	00	02	95
			219	00	07	17
			220	00	02	53
			373/221	00	07	17

1	2	3	4	5	6	7
राजपुरा	31		171	00	08	43
			172	00	03	79
			173	00	05	90
			176	00	04	64
			177	00	08	85
			188	00	10	54
			189	00	02	11
			263	00	00	42
			268	00	00	42
			883-884/271	00	16	44
			273	00	08	43
			924-925/275	00	05	48
			926-927/278	00	13	91
			928-929/279	00	01	26
			531	00	13	91
			532	00	13	91
			533	00	13	91
			534	00	12	65
			562	00	01	26
			570	00	12	65
			980/575	00	13	91
			576	00	13	91
			577	00	13	91
			837/585	00	00	84
			838/585	00	00	42
			839-840/586	00	14	33
			587	00	13	91
फुमनवाल	32		418	00	14	75
			429	00	13	91
			433	00	13	91
			443	00	13	91
			444/1	00	00	42
			446/1	00	01	26
			447	00	12	65
			458/1	00	05	90
			458/2	00	06	74
			459/1	00	00	84
			459/2	00	00	84
			462	00	04	64
			463	00	10	12

1	2	3	4	5	6	7
फुमनवाल	32		473	00	07	59
			474	00	06	32
			477/2	00	07	59
			478	00	06	32
			489/1	00	04	22
			489/2	00	00	42
			490/2	00	08	85
			493/3	00	07	59
			493/4	00	03	37
			494	00	02	11
			1481/494	00	00	42
			510	00	00	42
			511	00	00	42
			512/1	00	17	70
			611/1	00	02	11
			1667/863/2	00	11	38
			1669/864/2	00	13	91
			1670/873-874	00	13	91
			1680/886-887	00	05	06
			888/1	00	04	22
			888/2	00	02	11
			888/3	00	02	53
			888/4	00	01	69
			902	00	10	54
			903	00	00	42
			984	00	00	84
			991	00	12	65
			992/1	00	00	84
			995	00	14	33
			996	00	00	42
			1000	00	09	69
			1001/1	00	04	64
			1001/2	00	00	42
			1009	00	14	75
			1011	00	03	37
			1012	00	10	96
			1022/3	00	00	42
			1023	00	13	91
			1024	00	13	91
			1033	00	02	11
			1035	00	07	59

1	2	3	4	5	6	7
फुमनवाल	32		1049	00	04	22
			1077/2	00	00	42
			1079/1	00	00	84
			1079/2	00	02	53
			1080/1	00	13	91
			1080/2	00	00	42
			1081	00	00	84
			1083/1	00	00	42
			1083/2	00	04	22
			1084	00	09	27
			1100	00	14	33
			1107/1	00	08	01
			1107/2	00	00	42
			1108/1	00	04	64
			1113/1	00	14	33
			1114	00	00	42
			1122/2	00	10	54
			1122/3	00	00	42
			1177	00	02	11
			1183	00	03	79
बिम्बड़	21		5	00	13	91
			6	00	13	91
			7	00	13	91
			8	00	18	55
			41	00	13	91
			42/2	00	02	95
			116	00	04	22
			347	00	05	48
			486	00	02	11
			488/2	00	13	91
			489	00	04	22
बिम्बड़ी	22		71	00	18	55
			72	00	00	42
			86	00	00	84
			88	00	14	33
			89	00	14	75
			94	00	02	95
			95	00	12	22
			146	00	02	11
			146/1	00	09	27
			147	00	10	96
			148	00	00	84

1	2	3	4	5	6	7
बिम्बड़ी	22		157	00	08	01
			159	00	13	91
			161	00	13	91
			162	00	04	22
			163	00	10	54
			164	00	13	49
			165	00	02	95
			171	00	04	22
			177	00	08	85
			308	00	05	06
			315	00	12	22
			316	00	01	69
			331	00	13	91
			332	00	16	86
			341	00	13	07
			342	00	13	91
			343	00	06	32
			345	00	11	80
			346	00	08	01
			376	00	04	22
			387	00	10	96
			389	00	01	69
			390	00	11	80
			394	00	04	22
			395	00	09	27
			396	00	00	42
			403	00	13	91
			422	00	13	91
			424	00	19	81
			449	00	12	22
			463	00	03	79
			464	00	07	59
			465	00	04	22
			562/443	00	07	17
			563/443	00	08	43
			564/494	00	07	17
			565/494	00	08	43
			569/446	00	09	69
			570/446	00	02	11
			571/446	00	08	85

[फा. सं. आर-25011/12/2006-ओ.आर.-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 20th December, 2006

S. O. 4926.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri Gagandeep Singh, Competent Authority (Punjab), Indian Oil Corporation Limited, H. No. 23, Khukhrain Colony, Khalsa School Road, Khanna, Ludhiana, Punjab.

SCHEDULE**Tehsil: Sangrur****District: Sangrur****State: Punjab**

Name of Village	Hadbast No.	Mushtli No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Munshiwala	29		206	00	00	42
			327	00	13	91
			328	00	05	48
			329	00	00	42
			335	00	06	74
			336	00	00	42
			359	00	17	70

1	2	3	4	5	6	7
<i>Munshiwalla</i>	29		362	00	18	55
			371	00	02	11
			372	00	05	48
			373	00	03	37
			376	00	10	96
			377	00	13	07
			378	00	01	69
			379	00	05	90
			380	00	03	37
			426	00	08	01
			427	00	01	26
			428	00	12	22
			431	00	00	42
Nadampur	35		225	00	01	26
			226	00	07	17
			229	00	06	74
			228	00	06	74
			250	00	11	38
			251	00	02	11
			257	00	02	95
			258	00	13	07
			1903/322	00	13	91
			325	00	13	91
			328	00	13	91
			330	00	14	75
			331	00	13	91
			335	00	08	01
			335/1	00	03	79
			374	00	05	06
			375	00	00	42
			376	00	00	42
			380	00	14	33
			381	00	14	33
			382	00	13	91
			383	00	11	80
			1320	00	00	84
			1322	00	00	42
Masani	30		99	00	08	85
			100	00	02	95
			101	00	14	75
			102	00	00	42
			103	00	01	69

1	2	3	4	5	6	7
Masani	30		114	00	00	42
			115	00	16	44
			116	00	00	42
			117	00	16	44
			412-413/119	00	02	95
			123	00	02	95
			164	00	01	69
			170	00	02	95
			171	00	16	44
			172	00	02	95
			173	00	00	42
			174	00	16	44
			175	00	00	42
			176	00	01	69
			188	00	00	42
			189	00	14	33
			190	00	02	95
			341/192	00	00	42
			191	00	16	44
			195	00	00	42
			394-396/213	00	01	69
			216	00	18	55
			217	00	02	95
			219	00	07	17
			220	00	02	53
			373/221	00	07	17
Rajpura	31		171	00	08	43
			172	00	03	79
			173	00	05	90
			176	00	04	64
			177	00	08	85
			188	00	10	54
			189	00	02	11
			263	00	00	42
			268	00	00	42
			883-884/271	00	16	44
			273	00	08	43
			924-925/275	00	05	48
			926-927/278	00	13	91
			928-929/279	00	01	26
			531	00	13	91
			532	00	13	91

1	2	3	4	5	6	7
Rajpura	31		533	00	13	91
			534	00	12	65
			562	00	01	26
			570	00	12	65
			980/575	00	13	91
			576	00	13	91
			577	00	13	91
			837/585	00	00	84
			838/585	00	00	42
			839-840/586	00	14	33
			587	00	13	91
Phumanwal	32		418	00	14	75
			429	00	13	91
			433	00	13	91
			443	00	13	91
			444/1	00	00	42
			446/1	00	01	26
			447	00	12	65
			458/1	00	05	90
			458/2	00	06	74
			459/1	00	00	84
			459/2	00	00	84
			462	00	04	64
			463	00	10	12
			473	00	07	59
			474	00	06	32
			477/2	00	07	59
			478	00	06	32
			489/1	00	04	22
			489/2	00	00	42
			490/2	00	08	85
			493/3	00	07	59
			493/4	00	03	37
			494	00	02	11
			1481/494	00	00	42
			510	00	00	42
			511	00	00	42
			512/1	00	17	70
			611/1	00	02	11
			1667/863/2	00	11	38
			1669/864/2	00	13	91

1	2	3	4	5	6	7
Phumanwal	32		1670/873-874	00	13	91
			1680/886-887	00	05	06
			888/1	00	04	22
			888/2	00	02	11
			888/3	00	02	53
			888/4	00	01	69
			902	00	10	54
			903	00	00	42
			984	00	00	84
			991	00	12	65
			992/1	00	00	84
			995	00	14	33
			996	00	00	42
			1000	00	09	69
			1001/1	00	04	64
			1001/2	00	00	42
			1009	00	14	75
			1011	00	03	37
			1012	00	10	96
			1022/3	00	00	42
			1023	00	13	91
			1024	00	13	91
			1033	00	02	11
			1035	00	07	59
			1049	00	04	22
			1077/2	00	00	42
			1079/1	00	00	84
			1079/2	00	02	53
			1080/1	00	13	91
			1080/2	00	00	42
			1081	00	00	84
			1083/1	00	00	42
			1083/2	00	04	22
			1084	00	09	27
			1100	00	14	33
			1107/1	00	08	01
			1107/2	00	00	42
			1108/1	00	04	64
			1113/1	00	14	33
			1114	00	00	42
			1122/2	00	10	54
			1122/3	00	00	42
			1177	00	02	11
			1183	00	03	79

1	2	3	4	5	6	7
Bimbar	21		5	00	13	91
			6	00	13	91
			7	00	13	91
			8	00	18	55
			41	00	13	91
			42/2	00	02	95
			116	00	04	22
			347	00	05	48
			486	00	02	11
			488/2	00	13	91
			489	00	04	22
Bimbri	22		71	00	18	55
			72	00	00	42
			86	00	00	84
			88	00	14	33
			89	00	14	75
			94	00	02	95
			95	00	12	22
			146	00	02	11
			146/1	00	09	27
			147	00	10	96
			148	00	00	84
			157	00	08	01
			159	00	13	91
			161	00	13	91
			162	00	04	22
			163	00	10	54
			164	00	13	49
			165	00	02	95
			171	00	04	22
			177	00	08	85
			308	00	05	06
			315	00	12	22
			316	00	01	69
			331	00	13	91
			332	00	16	86
			341	00	13	07
			342	00	13	91
			343	00	06	32
			345	00	11	80
			346	00	08	01

1	2	3	4	5	6	7
Bimbri	22		376	00	04	22
			387	00	10	96
			389	00	01	69
			390	00	11	80
			394	00	04	22
			395	00	09	27
			396	00	00	42
			403	00	13	91
			422	00	13	91
			424	00	19	81
			449	00	12	22
			463	00	03	79
			464	00	07	59
			465	00	04	22
			562/443	00	07	17
			563/443	00	08	43
			564/494	00	07	17
			565/494	00	08	43
			569/446	00	09	69
			570/446	00	02	11
			571/446	00	08	85

[F. No. R-25011/12/2006-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 20 दिसम्बर, 2006

का. आ. 4927.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि हरियाणा राज्य में पानीपत से पंजाब राज्य के नाभा होते हुए पंजाब राज्य के जालंधर तक लिक्विफाइड पेट्रोलियम गैस के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री गगनदीप सिंह, सक्षम प्राधिकारी (पंजाब), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मकान नं०. 23, खुखरेन कालोनी, खालसा स्कूल रोड, खन्ना, लुधियाना, पंजाब, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : पातडा

जिला : पटियाला

राज्य : पंजाब

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
चगोकी	185	12	2	00	07	33
			9	00	07	08
			10	00	05	82
			11	00	12	90
			20	00	10	12
			21	00	00	25
		13	16	00	02	28
			25	00	12	39
			20	00	00	76
		20	4	00	10	88
			5	00	01	26
			6	00	12	39
			13	00	01	26
			14	00	11	89
			17	00	01	01
			18	00	10	88
			22	00	00	25
			23	00	12	39
		29	2	00	10	88
			3	00	01	77
			9	00	12	65
			11	00	08	35
			12	00	03	81
			20/1	00	00	51
		30	20/2	00	06	07
			21	00	07	59
			25	00	05	31
		34	4	00	00	51
			5	00	07	84
			6	00	10	88
			7/1	00	00	76
			15/1	00	11	38
			15/2	00	00	25
		44	16	00	11	38
			25	00	11	38
			1	00	03	04
		45	5/1	00	02	02
			5/2	00	06	07

1	2	3	4	5	6	7
उगोकी	185		65	00	05	06
			112	00	01	01
			117	00	00	51
			118	00	01	01
ननहेड़ा	80	6	7/3	00	01	77
			13	00	11	13
			18	00	11	13
			23	00	10	88
		9	3/1	00	06	58
			3/2	00	00	51
			4	00	10	62
			6	00	01	77
		10	9	00	06	32
			10	00	09	86
			12	00	10	88
			13	00	02	02
			18	00	10	12
			19/1	00	01	01
			23	00	10	88
		22	3	00	11	63
			7/1	00	00	25
			7/2	00	05	06
			8	00	06	07
			13	00	00	25
			14	00	11	63
			17	00	11	63
			24	00	10	12
			25	00	01	52
		31	4	00	01	26
			5/1	00	06	83
			5/2	00	01	26
			6/1	00	10	12
			6/2	00	00	51
			15	00	15	18
			16	00	00	25
		32	11/1	00	00	25
			20/2	00	02	53
			21	00	12	14
		43	1	00	10	88
			9/1/2	00	01	77
			9/2/2	00	00	25
			9/2/3	00	02	02
			10/1	00	07	08

1	2	3	4	5	6	7
ननहेड़ा	80	43	10/2/1	00	00	25
			10/2/2	00	00	76
			11/2	00	00	25
			12	00	11	63
			19	00	11	63
			22	00	10	62
			23	00	01	26
		59	2	00	01	77
			3	00	10	62
			8/1	00	11	13
			8/2	00	00	51
			13	00	09	86
			17	00	05	56
			18/1	00	03	81
			18/2	00	02	53
			23	00	00	25
			24	00	11	89
		69	4	00	11	63
			6	00	01	77
			7	00	10	12
			14/2	00	01	01
			15	00	09	36
			16	00	11	38
			25	00	11	38
		80	5	00	11	38
			6	00	11	13
			15	00	11	38
			16	00	08	09
			25	00	03	04
		81	11	00	00	25
			20	00	04	05
			21	00	08	60
		88	1/1	00	07	84
			1/2	00	03	81
			10	00	11	13
			11	00	11	13
			20	00	11	13
			21	00	11	13
		89	5	00	00	25
		92	1	00	10	88
			2	00	00	25
			9	00	02	78
			10	00	08	60

1	2	3	4	5	6	7
ननहेड़ा	80	92	11	00	01	01
			12	00	06	58
			19	00	10	12
			20	00	00	25
			22	00	11	38
		97	1	00	00	76
			2	00	10	62
			9	00	00	76
			10	00	11	38
			11	00	11	13
			20/1	00	01	26
		98	15	00	00	76
			16/1	00	07	33
			16/2	00	04	30
			24	00	00	25
			25	00	12	39
		101	4	00	09	11
			5/2	00	02	53
			7	00	12	14
			8	00	00	25
			13	00	08	09
			14	00	03	54
			18	00	12	39
			22	00	06	58
			23	00	05	56
		105	2	00	04	30
			120	00	04	30
			123	00	01	77
			143	00	02	02
			150	00	00	51
			175	00	01	01
			248	00	01	01
			249	00	01	01
			252	00	01	01
			253	00	01	01
			265	00	03	04
			282	00	01	01
			293	00	01	52
नागरी	79	2	19	00	06	83
			21	00	00	25
			22	00	11	13
		4	1	00	02	02
			2	00	11	13

1	2	3	4	5	6	7
नागरी	79	4	9	00	02	78
			10	00	01	77
			11	00	12	39
			12	00	02	02
			20	00	11	13
			21	00	11	13
		16	1	00	11	13
			10	00	11	13
			11	00	10	88
			19	00	00	25
			20	00	11	13
			21	00	05	06
			22	00	06	07
		19	1	00	00	25
			2/1	00	09	61
			2/2	00	01	77
			9	00	11	38
			12/1	00	03	04
			12/2	00	04	30
			18	00	03	54
			19	00	07	84
			22	00	00	51
			23	00	11	13
		36	3	00	11	38
			8/1	00	05	82
			8/2	00	01	01
			73	00	01	77
			169	00	00	51
चुपकी	78	7	4	00	04	55
			7	00	11	13
			14	00	06	58
			17	00	11	13
			24	00	11	13
			26	00	04	55
		17	4	00	10	12
			7	00	11	13
			13	00	00	51
			14	00	10	12
			17	00	00	51
			18/1	00	03	29
			18/2	00	05	06
			22	00	00	25
			23	00	12	65
		20	2	00	02	53
			3	00	09	61

1	2	3	4	5	6	7
चुपकी	78	20	8/2	00	05	06
			9/1	00	03	29
			9/3	00	03	04
			12	00	10	12
			13	00	00	76
			19	00	10	12
			22	00	11	13
		33	2	00	11	13
			9	00	11	13
			12/2	00	11	13
			19/1	00	00	51
			19/2	00	02	28
			71	00	02	53
			160	00	03	29
			161	00	01	01

[फा. सं. आर-25011/13/2006-ओ.आर.-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 20th December, 2006

S. O. 4927.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Panipat in the State of Haryana to Jalandhar in the State of Punjab via Nabha in the State of Punjab, a pipeline should be laid by the Indian Oil Corporation Limited; And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri Gagandeep Singh, Competent Authority (Punjab), Indian Oil Corporation Limited, H. No. 23, Khukhrain Colony, Khalsa School Road, Khanna, Ludhiana, Punjab.

SCHEDULE**Tehsil: Patran****District: Patiala****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Ugoki	185	12	2	00	07	33
			9	00	07	08
			10	00	05	82
			11	00	12	90
			20	00	10	12
			21	00	00	25
		13	16	00	02	28
			25	00	12	39
		20	4	00	00	76
			5	00	10	88
			6	00	01	26
			7	00	12	39
			13	00	01	26
			14	00	11	89
			17	00	01	01
			18	00	10	88
			22	00	00	25
			23	00	12	39
		29	2	00	10	88
			3	00	01	77
			9	00	12	65
			11	00	08	35
			12	00	03	81
		30	20/1	00	00	51
			20/2	00	06	07
			21	00	07	59
			25	00	05	31
		34	4	00	00	51
			5	00	07	84
			6	00	10	88
			7/1	00	00	76
			15/1	00	11	38
		44	15/2	00	00	25
			16	00	11	38
			25	00	11	38
			1	00	03	04
		45	5/1	00	02	02
			5/2	00	06	07

1	2	3	4	5	6	7
Ugoki	185		65	00	05	06
			112	00	01	01
			117	00	00	51
			118	00	01	01
Nanhera	80	6	7/3	00	01	77
			13	00	11	13
			18	00	11	13
			23	00	10	88
		9	3/1	00	06	58
			3/2	00	00	51
			4	00	10	62
			6	00	01	77
		10	9	00	06	32
			10	00	09	86
			12	00	10	88
			13	00	02	02
			18	00	10	12
			19/1	00	01	01
			23	00	10	88
		22	3	00	11	63
			7/1	00	00	25
			7/2	00	05	06
			8	00	06	07
			13	00	00	25
			14	00	11	63
			17	00	11	63
			24	00	10	12
			25	00	01	52
		31	4	00	01	26
			5/1	00	06	83
			5/2	00	01	26
			6/1	00	10	12
			6/2	00	00	51
			15	00	15	18
			16	00	00	25
		32	11/1	00	00	25
			20/2	00	02	53
			21	00	12	14
			21	00	12	14
		43	1	00	10	88
			9/1/2	00	01	77
			9/2/2	00	00	25
			9/2/3	00	02	02
			10/1	00	07	08

1	2	3	4	5	6	7
Nanhera	80	43	10/2/1	00	00	25
			10/2/2	00	00	76
			11/2	00	00	25
			12	00	11	63
			19	00	11	63
			22	00	10	62
			23	00	01	26
		59	2	00	01	77
			3	00	10	62
			8/1	00	11	13
			8/2	00	00	51
			13	00	09	86
			17	00	05	56
			18/1	00	03	81
			18/2	00	02	53
			23	00	00	25
			24	00	11	89
		69	4	00	11	63
			6	00	01	77
			7	00	10	12
			14/2	00	01	01
			15	00	09	36
			16	00	11	38
			25	00	11	38
		80	5	00	11	38
			6	00	11	13
			15	00	11	38
			16	00	08	09
			25	00	03	04
		81	11	00	00	25
			20	00	04	05
			21	00	08	60
		88	1/1	00	07	84
			1/2	00	03	81
			10	00	11	13
			11	00	11	13
			20	00	11	13
			21	00	11	13
		89	5	00	00	25
		92	1	00	10	88
			2	00	00	25
			9	00	02	78
			10	00	08	60

1	2	3	4	5	6	7
Nanhera	80	92	11	00	01	01
			12	00	06	58
			19	00	10	12
			20	00	00	25
			22	00	11	38
		97	1	00	00	76
			2	00	10	62
			9	00	00	76
			10	00	11	38
			11	00	11	13
			20/1	00	01	26
		98	15	00	00	76
			16/1	00	07	33
			16/2	00	04	30
			24	00	00	25
			25	00	12	39
		101	4	00	09	11
			5/2	00	02	53
			7	00	12	14
			8	00	00	25
			13	00	08	09
			14	00	03	54
			18	00	12	39
			22	00	06	58
			23	00	05	56
		105	2	00	04	30
			120	00	04	30
			123	00	01	77
			143	00	02	02
			150	00	00	51
			175	00	01	01
			248	00	01	01
			249	00	01	01
			252	00	01	01
			253	00	01	01
Nagri	79	2	265	00	03	04
			282	00	01	01
			293	00	01	52
			19	00	06	83
			21	00	00	25
			22	00	11	13
		4	1	00	02	02
			2	00	11	13

1	2	3	4	5	6	7
Nagari	79	4	9	00	02	78
			10	00	01	77
			11	00	12	39
			12	00	02	02
			20	00	11	13
			21	00	11	13
		16	1	00	11	13
			10	00	11	13
			11	00	10	88
			19	00	00	25
			20	00	11	13
			21	00	05	06
			22	00	06	07
		19	1	00	00	25
			2/1	00	09	61
			2/2	00	01	77
			9	00	11	38
			12/1	00	03	04
			12/2	00	04	30
		36	18	00	03	54
			19	00	07	84
			22	00	00	51
			23	00	11	13
			3	00	11	38
			8/1	00	05	82
			8/2	00	01	01
			73	00	01	77
			169	00	00	51
Chupki	78	7	4	00	04	55
			7	00	11	13
			14	00	06	58
			17	00	11	13
			24	00	11	13
			26	00	04	55
		17	4	00	10	12
			7	00	11	13
			13	00	00	51
			14	00	10	12
			17	00	00	51
			18/1	00	03	29
			18/2	00	05	06
			22	00	00	25
			23	00	12	65
		20	2	00	02	53
			3	00	09	61

1	2	3	4	5	6	7
Chupki	78	20	8/2	00	05	06
			9/1	00	03	29
			9/3	00	03	04
			12	00	10	12
			13	00	00	76
			19	00	10	12
			22	00	11	13
		33	2	00	11	13
			9	00	11	13
			12/2	00	11	13
			19/1	00	00	51
			19/2	00	02	28
			71	00	02	53
			160	00	03	29
			161	00	01	01

[F. No. R-25011/13/2006-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 20 दिसम्बर, 2006

का. आ. 4928.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि हरियाणा राज्य में पानीपत से पंजाब राज्य के नामा होते हुए पंजाब राज्य के जालंधर तक लिक्विफाइड पेट्रोलियम गैस के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री गगनदीप सिंह, सक्षम प्राधिकारी (पंजाब), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मकान नं०. 23, खुखरेन कालोनी, खालसा स्कूल रोड, खन्ना, लुधियाना, पंजाब, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : समाना

जिला : पटियाला

राज्य : पंजाब

गांव का नाम	हदबस्त संख्या	मुस्तील संख्या	खसरा / किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
शाहपुर	73	27	7	00	09	86
			8	00	00	25
			14	00	11	63
			17	00	11	13
			24	00	08	09
		37	4/1	00	03	54
			4/2	00	04	55
			7	00	08	09
			14/1	00	02	53
			14/2	00	02	28
			14/3	00	02	28
			15	00	01	52
			16	00	03	04
			17	00	06	58
			24	00	05	06
		42	25/1	00	02	78
			25/2	00	00	25
			4	00	03	29
			5	00	04	55
			6	00	05	06
			7	00	05	56
			14	00	11	63
			15/1	00	00	25
			15/2	00	00	25
			17	00	11	63
		51	23	00	01	77
			24	00	09	86
			3	00	10	12
			4	00	01	52
			8	00	11	63
			12/2	00	00	51
			13	00	11	13
			18	00	03	04
			19	00	08	85
			22/1	00	01	52
		56	22/2	00	07	33
			2	00	11	63
			9	00	04	05

1	2	3	4	5	6	7
शाहपुर	73	56	10	00	04	30
			11/1	00	10	37
			11/2	00	06	58
			20	00	10	62
			21	00	05	56
	57		25/2	00	01	52
	64		5	00	10	12
			6	00	11	63
			15	00	11	63
			16	00	06	32
			24	00	11	63
			17	00	05	31
			25	00	00	25
	65		1	00	00	25
	73		4	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24	00	11	13
	78		4	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24/1	00	02	28
			24/2	00	08	85
	84		4	00	10	12
			7	00	11	13
			14	00	10	12
			17	00	11	13
			24	00	11	13
	86		4	00	06	58
			105	00	02	28
			106	00	00	51
			107	00	00	25
			171	00	00	51
			275	00	00	51
			276	00	21	25
			298	00	09	86
			305	00	01	01
			306	00	01	01
मावी केंद्र	74	21	12	00	05	56
			19	00	10	62
			22/2	00	08	85

1	2	3	4	5	6	7
मावी कंला	74	21	23/1	00	02	28
		24	2	00	02	02
			3	00	09	36
			8	00	11	38
			13	00	11	38
			18	00	11	38
			23	00	11	38
			24	00	00	25
	40		3/2	00	07	59
			4	00	03	81
			7	00	10	62
			8	00	01	01
			14	00	11	38
			17	00	11	38
			24	00	11	38
	44		4	00	15	18
			5/1	00	00	25
			5/2	00	00	25
			6	00	02	02
			7	00	00	25
			14	00	00	76
			15	00	12	39
			16	00	11	38
			25	00	10	62
	60		1/1	00	00	25
			10	00	04	55
			11/1	00	09	38
			11/2	00	01	52
			20	00	11	38
			21	00	07	08
	61		5	00	10	62
			6	00	04	05
			15	00	00	25
	63		1/1	00	01	26
			1/2	00	05	82
			2	00	02	53
			9	00	10	88
			10/1	00	00	25
			12	00	11	38
			13	00	00	25
			17	00	05	82
			18	00	15	18
			19	00	01	26

1	2	3	4	5	6	7
मावी कला	74	63	23	00	00	25
			24	00	03	29
			25	00	04	05
		76	1	00	04	30
			8	00	00	25
			9	00	04	81
			10	00	08	85
			12/1	00	00	76
			12/2	00	00	25
			13	00	15	18
			17	00	09	61
			18/1	00	01	01
			24	00	07	33
			25	00	05	31
		77	5	00	10	88
		81	5	00	13	15
			6	00	01	77
		82	1	00	00	51
			10/1	00	05	82
			10/2	00	05	06
			11	00	09	61
			12	00	03	81
			19	00	13	15
			20	00	00	25
			22	00	06	07
			23	00	06	83
		91	3	00	12	39
			4	00	00	76
			7	00	01	52
			104	00	04	30
			106	00	01	77
			109	00	06	07
			111	00	04	55
			112	00	02	78
			188	00	00	51
			325	00	00	51
			355	00	01	01
			357	00	01	01
			359	00	00	25
			369	00	01	01
			370	00	02	53
			374	00	06	33
सहेजपुर कला	66	8	15/1	00	02	53

1	2	3	4	5	6	7
सहेजपुर कला	66	8	16/1	00	05	06
			16/2	00	03	81
			17/1	00	02	02
			17/2	00	00	51
			24	00	03	29
			25/1	00	03	81
			25/2	00	05	56
		9	5	00	11	63
			6/1	00	07	08
			6/2	00	03	29
			15/2/1	00	00	51
			15/2/2	00	02	28
		10	10/1	00	00	51
			11/1	00	02	53
			11/2	00	05	56
			20	00	11	63
			21	00	11	63
			22	00	00	25
		20	1/1	00	04	05
			1/2	00	01	01
			2	00	06	58
			9/1	00	05	82
			9/2	00	05	82
			12	00	10	88
		22	14	00	03	81
			17/1	00	01	26
			25/2	00	01	52
		33	20	00	01	52
			21	00	08	60
		34	4	00	00	25
			5	00	11	38
			6	00	09	86
			15/1	00	07	59
			15/2	00	04	05
			16	00	10	12
			25	00	03	04
		37	5	00	00	25
		38	1/1	00	10	12
			1/2	00	00	25
			10/1	00	09	61
			10/2	00	00	25
			11	00	11	38
			19	00	00	51

1	2	3	4	5	6	7
सहेजपुर कला	66	38	20	00	11	13
			21	00	05	06
			22	00	06	58
		40	1	00	00	25
			2	00	10	62
			9	00	11	38
			12	00	05	31
			53	00	02	28
			182	00	00	51
कोटली	67	14	11/1	00	00	51
			20	00	00	25
		15	15	00	05	31
			16	00	11	38
			25	00	11	38
		24	5	00	11	38
			6	00	10	62
			15	00	07	33
		36	12/1	00	00	76
			12/2	00	00	25
			18/1	00	01	26
			18/2	00	05	06
			19/1	00	04	05
			19/2	00	01	52
			23	00	07	84
		37	3/2	00	09	61
			7	00	04	55
			8	00	06	83
			13	00	00	25
			14	00	09	61
			17	00	11	13
			24	00	09	61
			51	00	01	52
डोडरा	64	3	15	00	03	29
			16	00	11	38
			25	00	10	88
		4	21	00	00	25
		15	1	00	06	07
			10	00	08	09
			11	00	11	36
			20	00	11	13
			21	00	11	13
		16	5	00	05	56
			6/1	00	00	25

1	2	3	4	5	6	7
डोडरा	64	16	6/2	00	00	25
		24	1	00	11	38
			9	00	00	25
			10	00	11	38
			11	00	08	09
			12	00	03	04
			19	00	07	59
			20	00	03	54
			21	00	00	25
			22/1	00	10	12
		35	2	00	11	13
			9	00	11	38
			12	00	11	13
			19	00	11	38
			22	00	09	86
		41	2	00	11	63
			9	00	10	62
			10/3	00	01	26
			11/1	00	00	25
			11/2	00	08	85
			12	00	02	53
			20/1/1	00	09	36
			20/1/2	00	01	01
			20/2/2/1	00	01	26
			20/2/2/3	00	00	25
			21/1	00	05	06
			21/2/1	00	04	81
			21/2/2	00	01	52
		49	1	00	09	61
			10	00	01	26
		50	5	00	02	28
			6	00	10	12
			15	00	11	63
			16	00	10	62
			25	00	02	78
			64	00	01	52
			66	00	01	77
			144	00	01	01
			158	00	00	25
भेड़पुरी	63	4	14	00	11	63
			16	00	01	77
			17	00	09	86
			24	00	01	26

1	2	3	4	5	6	7
भेड़पुरी	63	4	25	00	10	62
		17	5/1	00	09	36
			5/2	00	00	51
			6	00	10	62
			15/1	00	07	59
			15/2	00	03	54
			16	00	10	62
			25	00	11	13
		21	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	08	85
			25	00	11	13
		31	5	00	11	13
			6	00	11	13
			15	00	11	13
			16/1	00	10	62
			16/2	00	00	51
			25/1	00	00	25
			25/2	00	11	13
		36	5	00	10	62
			6/1	00	01	01
			6/2	00	05	31
			15	00	08	85
			80	00	02	78
			91	00	00	51
			177	00	00	51
भामना	88	13	17/1	00	10	62
			24	00	11	13
			25	00	00	25
		27	4	00	07	59
			5	00	03	54
			6	00	08	60
			7	00	02	53
			14	00	00	25
			15	00	11	38
			18	00	11	38
			25	00	11	13
		34	11	00	00	25
			20/1	00	01	01
			20/2	00	00	51
			21	00	07	08
		35	5	00	11	38

1	2	3	4	5	6	7
भामना	88	35	6/1	00	11	38
			15	00	10	37
			16	00	04	55
			25/2	00	01	52
		51	5	00	00	25
		52	1	00	10	88
			10/1	00	02	53
			10/2	00	08	85
			11/1	00	08	35
			11/2	00	03	04
			20	00	11	38
			21/1	00	08	09
			21/2	00	00	25
		59	1	00	11	38
			2	00	00	25
			9	00	00	51
			10	00	10	62
			11	00	09	11
			12	00	02	02
			19/1	00	00	25
			19/2/1	00	03	54
			19/2/2	00	00	25
			20/1	00	06	83
			20/3	00	00	25
			21/1	00	05	31
			21/2	00	00	25
			22/1	00	05	31
			22/2	00	00	25
		80	1	00	04	05
			2	00	07	08
			9	00	09	11
			10	00	02	02
			11/2	00	00	51
			12	00	10	62
			19	00	11	13
			20	00	00	25
			22	00	11	13
		101	2	00	11	13
			9	00	11	13
			12	00	11	13
			19	00	11	13
			22	00	09	61
			26	00	00	51

1	2	3	4	5	6	7
भामना	88	120	2	00	11	13
			9	00	11	13
			12/1	00	05	56
			12/2	00	05	56
			19/1	00	01	52
			19/2	00	06	07
			21	00	00	76
			22	00	12	14
		145	2	00	12	39
			3	00	00	76
			8	00	12	14
			9	00	00	76
			13	00	09	86
			14	00	04	30
			16	00	00	25
			17	00	13	66
			24	00	03	29
			25	00	09	61
		161	5	00	12	39
			6	00	00	76
		162	1	00	00	25
			10	00	10	37
			11	00	10	12
			12	00	03	54
			19/1	00	04	30
			19/2	00	09	11
			20	00	00	25
			22/1	00	03	04
			22/2	00	08	60
			23	00	00	25
		187	2	00	07	08
			3	00	04	55
			8/2	00	11	13
			9	00	00	25
			13	00	11	63
			18	00	11	63
			23/1	00	05	31
			23/2	00	03	81
			24/1	00	02	28
		198	3	00	01	26
			4	00	10	37
			7	00	11	63
			226	00	05	31

1	2	3	4	5	6	7
भामना	88		228	00	01	77
			241	00	03	04
			523	00	00	51
			527	00	06	07
			599	00	01	01
			616	00	01	77
कहानगढ़	89	25	9	00	04	05
			12/1	00	00	25
			12/2/2	00	00	25
			13	00	09	86
			18	00	11	38
			23	00	11	13
		30	3	00	11	13
			8	00	11	38
			13	00	11	38
			14	00	00	25
			17	00	04	55
			18	00	06	58
			23	00	01	01
			24	00	10	62
		53	7	00	11	13
			14	00	09	86
		54	4	00	11	13
			55	00	01	26
			199	00	01	77
			242	00	01	52
बिशनपुर	91	3	10	00	11	38
			11	00	11	13
			20	00	11	38
			21	00	10	12
			22/1	00	00	25
			22/2	00	01	01
		5	1	00	05	82
			2	00	04	81
			9	00	09	11
			10	00	02	02
			11	00	00	25
			12	00	11	38
			19	00	10	62
			22	00	11	13
		11	2	00	11	38
			8	00	00	25
			9/1	00	03	81

1	2	3	4	5	6	7
विशनपुर	91	11	9/2	00	07	33
			12	00	11	13
			13	00	01	52
			18	00	06	07
			19	00	05	06
			22	00	00	76
			23	00	10	37
		16	3	00	11	13
			8	00	11	13
			13/1	00	03	29
			13/2	00	04	55
			18/1	00	00	25
			18/2	00	11	13
			23	00	11	13
		24	3/1	00	02	28
			3/2	00	08	35
			7	00	00	51
			8/1	00	06	07
			8/2	00	02	53
			13	00	11	13
			18/1	00	04	05
			18/2	00	06	07
			23/2	00	11	13
		32	3	00	11	13
			8	00	11	13
			13	00	11	13
			18	00	11	13
			23	00	11	13
		43	3	00	11	13
			8	00	11	13
			12	00	00	25
			13	00	09	11
			18/1/1	00	02	78
			18/1/2	00	03	29
			18/2	00	03	81
			19	00	01	52
			22	00	03	04
			23/1	00	08	09
		51	2/2	00	05	82
			3/1	00	06	58
			8/2	00	01	52
			75	00	02	53
			198	00	01	01

1	2	3	4	5	6	7
बिशनपुर	91		200	00	00	51
			202	00	00	51
			224	00	01	01
कुलबरछा	61	19	7	00	01	01
			13	00	09	61
			14	00	01	52
			17/1	00	00	25
			17/2	00	04	30
			18	00	06	58
			23	00	03	29
			24	00	07	08
		36	3	00	00	51
			4	00	09	61
			7	00	11	13
			14/1	00	11	13
			17	00	11	13
			24/1	00	00	25
			24/2	00	11	13
			26	00	00	25
		38	4/2	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24	00	10	62
			25	00	00	25
		54	4	00	09	61
			5	00	01	52
			6	00	04	55
			7	00	06	58
			14	00	03	54
			15	00	07	59
			16	00	10	12
			17	00	01	01
			24	00	00	25
			25	00	11	13
		57	5	00	11	13
			6/1/1	00	00	25
			6/2	00	11	13
			15/1	00	08	09
			15/2	00	03	04
			16	00	11	38
			25	00	11	13
		71	11	00	00	76

1	2	3	4	5	6	7
कुलबराछा	61	71	20/1	00	02	02
			20/2	00	02	28
			21	00	08	60
			5	00	10	12
			6	00	09	61
			15/4	00	05	56
			16/1	00	00	25
			16/2	00	01	26
		79	1	00	08	35
			180	00	02	02
			191	00	05	81
			260	00	00	25
			413	00	00	51
			437	00	01	01
			440	00	00	51
			438	00	00	25
कादराबाद	62	12	12	00	01	52
			18	00	10	62
			23	00	11	13
		14	3	00	11	13
			8	00	11	13
			13/1	00	05	82
			13/2	00	02	02
		27	18	00	11	13
			23	00	11	13
			3	00	11	13
			8	00	10	37
			13	00	00	51
			68	00	03	04

[फा. सं. आर-25011/13/2006-ओ.आर.-1]

एस. के. चितकारा, अव्वर सचिव

New Delhi, the 20th December, 2006

S. O. 4928.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Panipat in the State of Haryana to Jalandhar in the State of Punjab via, Nabha in the State of Punjab, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land, to Shri Gagandeep Singh, Competent Authority (Punjab), Indian Oil Corporation Limited, H. No. 23, Khukhrain Colony, Khalsa School Road, Khanna, Ludhiana, Punjab.

SCHEDULE**Tehsil: Samana****District: Patiala****State: Punjab**

Name of Village	Hadbast No.	Mushtil No.	Khasra / Killa No.	Area		
				Hectare	Are	Square Metre
1	2	3	4	5	6	7
Shahpur	73	27	7	00	09	86
			8	00	00	25
			14	00	11	63
			17	00	11	13
			24	00	08	09
		37	4/1	00	03	54
			4/2	00	04	55
			7	00	08	09
			14/1	00	02	53
			14/2	00	02	28
			14/3	00	02	28
			15	00	01	52
			16	00	03	04
			17	00	06	58
			24	00	05	06
			25/1	00	02	78
			25/2	00	00	25
		42	4	00	03	29
			5	00	04	55
			6	00	05	06
			7	00	05	56
			14	00	11	63
			15/1	00	00	25
			15/2	00	00	25
			17	00	11	63
			23	00	01	77
			24	00	09	86
		51	3	00	10	12
			4	00	01	52
			8	00	11	63
			12/2	00	00	51
			13	00	11	13
			18	00	03	04
			19	00	08	85
			22/1	00	01	52
			22/2	00	07	33
		56	2	00	11	63
			9	00	04	05

1	2	3	4	5	6	7
Shahpur	73	56	10	00	04	30
			11/1	00	10	37
			11/2	00	06	58
			20	00	10	62
			21	00	05	56
		57	25/2	00	01	52
		64	5	00	10	12
			6	00	11	63
			15	00	11	63
			16	00	06	32
			24	00	11	63
			17	00	05	31
			25	00	00	25
		65	1	00	00	25
		73	4	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24	00	11	13
		78	4	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24/1	00	02	28
			24/2	00	08	85
		84	4	00	10	12
			7	00	11	13
			14	00	10	12
			17	00	11	13
			24	00	11	13
		86	4	00	06	58
			105	00	02	28
			106	00	00	51
			107	00	00	25
			171	00	00	51
			275	00	00	51
			276	00	21	25
			298	00	09	86
			305	00	01	01
			306	00	01	01
Mavi Kalan	74	21	12	00	05	56
			19	00	10	62
			22/2	00	08	85

1	2	3	4	5	6	7
Mavi Kalan	74	21	23/1	00	02	28
		24	2	00	02	02
			3	00	09	36
			8	00	11	38
			13	00	11	38
			18	00	11	38
			23	00	11	38
			24	00	00	25
	40		3/2	00	07	59
			4	00	03	81
			7	00	10	62
			8	00	01	01
			14	00	11	38
			17	00	11	38
			24	00	11	38
	44		4	00	15	18
			5/1	00	00	25
			5/2	00	00	25
			6	00	02	02
			7	00	00	25
			14	00	00	76
			15	00	12	39
			16	00	11	38
			25	00	10	62
	60		1/1	00	00	25
			10	00	04	55
			11/1	00	09	36
			11/2	00	01	52
			20	00	11	38
			21	00	07	08
	61		5	00	10	62
			6	00	04	05
			15	00	00	25
	63		1/1	00	01	26
			1/2	00	05	82
			2	00	02	53
			9	00	10	88
			10/1	00	00	25
			12	00	11	38
			13	00	00	25
			17	00	05	82
			18	00	15	18
			19	00	01	26

1	2	3	4	5	6	7
Mavi Kalan	74	63	23	00	00	25
			24	00	03	29
			25	00	04	
		76	1	00	04	
			8	00	00	
			9	00	04	
			10	00	08	85
			12/1	00	00	76
			12/2	00	00	25
			13	00	15	
			17	00	09	
			18/1	00	01	
			24	00	07	3
			25	00	05	31
		77	5	00	10	88
		81	5	00	13	15
			6	00	01	7
		82	1	00	00	5
			10/1	00	05	8
			10/2	00	05	0
			11	00	09	6
			12	00	03	8
			19	00	13	15
			20	00	00	25
			22	00	06	07
			23	00	06	85
		91	3	00	12	38
			4	00	00	76
			7	00	01	52
			104	00	04	30
			106	00	01	77
			109	00	06	07
			111	00	04	55
			112	00	02	78
			188	00	00	51
			325	00	00	51
			355	00	01	01
			357	00	01	01
			359	00	00	25
			369	00	01	01
			370	00	02	53
			374	00	06	33
Shejpur Kalan	66	8	15/1	00	02	53

1	2	3	4	5	6	7
Shejpur Kalan	66	8	16/1	00	05	06
			16/2	00	03	81
			17/1	00	02	02
			17/2	00	00	51
			24	00	03	29
			25/1	00	03	81
			25/2	00	05	56
		9	5	00	11	63
			6/1	00	07	08
			6/2	00	03	29
			15/2/1	00	00	51
			15/2/2	00	02	28
		10	10/1	00	00	51
			11/1	00	02	53
			11/2	00	05	56
			20	00	11	63
			21	00	11	63
			22	00	00	25
		20	1/1	00	04	05
			1/2	00	01	01
			2	00	06	58
			9/1	00	05	82
			9/2	00	05	82
			12	00	10	88
		22	14	00	03	81
			17/1	00	01	26
			25/2	00	01	52
		33	20	00	01	52
			21	00	08	60
		34	4	00	00	25
			5	00	11	38
			6	00	09	86
			15/1	00	07	59
			15/2	00	04	05
			16	00	10	12
			25	00	03	04
		37	5	00	00	25
		38	1/1	00	10	12
			1/2	00	00	25
			10/1	00	09	61
			10/2	00	00	25
			11	00	11	38
			19	00	00	51

1	2	3	4	5	6	7	
Shejpur Kalan	66	38	20	00	11	13	
			21	00	05	06	
			22	00	06	58	
		40	1	00	00	25	
			2	00	10	62	
			9	00	11	38	
			12	00	05	31	
			53	00	02	28	
			182	00	00	51	
Kotli	67	14	11/1	00	00	51	
			20	00	00	25	
		15	15	00	05	31	
			16	00	11	38	
			25	00	11	38	
			24	5	00	11	38
		24	6	00	10	62	
			15	00	07	33	
			36	12/1	00	00	76
				12/2	00	00	25
				18/1	00	01	26
				18/2	00	05	06
			19/1	00	04	05	
			19/2	00	01	52	
			23	00	07	84	
			37	3/2	00	09	61
		7		00	04	55	
		8		00	06	83	
		13		00	00	25	
		14		00	09	61	
		17		00	11	13	
		24		00	09	61	
		51		00	01	52	
		Dodara	64	3	15	00	03
16	00				11	38	
25	00				10	88	
4	21			00	00	25	
	15			1	00	06	07
15	10			00	08	09	
	11			00	11	38	
	20			00	11	13	
	21			00	11	13	
	16			5	00	05	56
				6/1	00	00	25

1	2	3	4	5	6	7
Dodara	64	16	6/2	00	00	25
		24	1	00	11	38
			9	00	00	25
			10	00	11	38
			11	00	08	09
			12	00	03	04
			19	00	07	59
			20	00	03	54
			21	00	00	25
			22/1	00	10	12
	35		2	00	11	13
			9	00	11	38
			12	00	11	13
			19	00	11	38
			22	00	09	86
	41		2	00	11	63
			9	00	10	62
			10/3	00	01	26
			11/1	00	00	25
			11/2	00	08	85
			12	00	02	53
			20/1/1	00	09	36
			20/1/2	00	01	01
			20/2/2/1	00	01	26
			20/2/2/3	00	00	25
			21/1	00	05	06
			21/2/1	00	04	81
			21/2/2	00	01	52
	49		1	00	09	61
			10	00	01	26
	50		5	00	02	28
			6	00	10	12
			15	00	11	63
			16	00	10	62
			25	00	02	78
			64	00	01	52
			66	00	01	77
			144	00	01	01
			158	00	00	25
Bhedpuri	63	4	14	00	11	63
			16	00	01	77
			17	00	09	86
			24	00	01	26

1	2	3	4	5	6	7
Bhedpuri	63	4	25	00	10	62
		17	5/1	00	09	36
			5/2	00	00	51
			6	00	10	62
			15/1	00	07	59
			15/2	00	03	54
			16	00	10	62
			25	00	11	13
		21	5	00	11	13
			6	00	11	13
			15	00	11	13
			16	00	08	85
			25	00	11	13
		31	5	00	11	13
			6	00	11	13
			15	00	11	13
			16/1	00	10	62
			16/2	00	00	51
			25/1	00	00	25
			25/2	00	11	13
	36	5	00	10	62	62
			6/1	00	01	01
			6/2	00	05	31
			15	00	08	85
			80	00	02	78
			91	00	00	51
			177	00	00	51
Bhamna	88	13	17/1	00	10	62
			24	00	11	13
			25	00	00	25
		27	4	00	07	59
			5	00	03	54
			6	00	08	60
			7	00	02	53
			14	00	00	25
			15	00	11	38
			16	00	11	38
			25	00	11	13
		34	11	00	00	25
			20/1	00	01	01
			20/2	00	00	51
			21	00	07	08
		35	5	00	11	38

1	2	3	4	5	6	7
Bhamna	88	35	6/1	00	11	38
			15	00	10	37
			16	00	04	55
			25/2	00	01	52
		51	5	00	00	25
		52	1	00	10	88
			10/1	00	02	53
			10/2	00	08	85
			11/1	00	08	35
			11/2	00	03	04
			20	00	11	38
			21/1	00	08	09
			21/2	00	00	25
		59	1	00	11	38
			2	00	00	25
			9	00	00	51
			10	00	10	62
			11	00	09	11
			12	00	02	02
			19/1	00	00	25
			19/2/1	00	03	54
			19/2/2	00	00	25
			20/1	00	06	83
			20/3	00	00	25
			21/1	00	05	31
			21/2	00	00	25
			22/1	00	05	31
			22/2	00	00	25
		80	1	00	04	05
			2	00	07	08
			9	00	09	11
			10	00	02	02
			11/2	00	00	51
			12	00	10	62
			19	00	11	13
			20	00	00	25
			22	00	11	13
		101	2	00	11	13
			9	00	11	13
			12	00	11	13
			19	00	11	13
			22	00	09	01
			26	00	00	51

1	2	3	4	5	6	7
Bhamna	88	120	2	00	11	13
			9	00	11	13
			12/1	00	05	56
			12/2	00	05	56
			19/1	00	01	52
			19/2	00	06	07
			21	00	00	76
			22	00	12	14
	145		2	00	12	39
			3	00	00	76
			8	00	12	14
			9	00	00	76
			13	00	09	86
			14	00	04	30
			16	00	00	25
			17	00	13	68
			24	00	03	29
			25	00	09	61
	161		5	00	12	39
			6	00	00	76
	162		1	00	00	25
			10	00	10	37
			11	00	10	12
			12	00	03	54
			19/1	00	04	30
			19/2	00	09	11
			20	00	00	25
			22/1	00	03	04
			22/2	00	08	60
			23	00	00	25
	187		2	00	07	08
			3	00	04	55
			8/2	00	11	13
			9	00	00	25
			13	00	11	63
			18	00	11	63
			23/1	00	05	31
			23/2	00	03	81
			24/1	00	02	28
	198		3	00	01	26
			4	00	10	37
			7	00	11	63
			226	00	05	31

1	2	3	4	5	6	7
Bhamna	88		228	00	01	77
			241	00	03	04
			523	00	00	51
			527	00	06	07
			599	00	01	01
			616	00	01	77
Kahangarh	89	25	9	00	04	05
			12/1	00	00	25
			12/2/2	00	00	25
			13	00	09	86
			18	00	11	38
			23	00	11	13
		30	3	00	11	13
			8	00	11	38
			13	00	11	38
			14	00	00	25
			17	00	04	55
			18	00	06	58
		53	23	00	01	01
			24	00	10	62
			7	00	11	13
			14	00	09	86
		54	4	00	11	13
			55	00	01	26
			199	00	01	77
			242	00	01	52
Bishanpur	91	3	10	00	11	38
			11	00	11	13
			20	00	11	38
			21	00	10	12
			22/1	00	00	25
			22/2	00	01	01
		5	1	00	05	82
			2	00	04	81
			9	00	09	11
			10	00	02	02
			11	00	00	25
		11	12	00	11	38
			19	00	10	62
			22	00	11	13
			2	00	11	38
			8	00	00	25
			9/1	00	03	81

1	2	3	4	5	6	7
Bishanpur	91	11	9/2	00	07	33
			12	00	11	13
			13	00	01	52
			18	00	06	07
			19	00	05	06
			22	00	00	76
			23	00	10	37
		16	3	00	11	13
			8	00	11	13
			13/1	00	03	29
			13/2	00	04	55
			18/1	00	00	25
			18/2	00	11	13
			23	00	11	13
		24	3/1	00	02	28
			3/2	00	08	35
			7	00	00	51
			8/1	00	06	07
			8/2	00	02	53
			13	00	11	13
			18/1	00	04	05
			18/2	00	06	07
			23/2	00	11	13
		32	3	00	11	13
			8	00	11	13
			13	00	11	13
			18	00	11	13
			23	00	11	13
		43	3	00	11	13
			8	00	11	13
			12	00	00	25
			13	00	09	11
			18/1/1	00	02	78
			18/1/2	00	03	29
			18/2	00	03	81
			19	00	01	52
			22	00	03	04
			23/1	00	08	09
		51	2/2	00	05	82
			3/1	00	06	58
			8/2	00	01	52
			75	00	02	53
			198	00	01	01

1	2	3	4	5	6	7
Bishanpur	91		200	00	00	51
			202	00	00	51
			224	00	01	01
Kulbarchha	61	19	7	00	01	01
			13	00	09	61
			14	00	01	52
			17/1	00	00	25
			17/2	00	04	30
			18	00	06	58
			23	00	03	29
			24	00	07	08
		36	3	00	00	51
			4	00	09	61
			7	00	11	13
			14/1	00	11	13
			17	00	11	13
			24/1	00	00	25
			24/2	00	11	13
			26	00	00	25
		38	4/2	00	11	13
			7	00	11	13
			14	00	11	13
			17	00	11	13
			24	00	10	62
			25	00	00	25
		54	4	00	09	61
			5	00	01	52
			6	00	04	55
			7	00	06	58
			14	00	03	54
			15	00	07	59
			16	00	10	12
			17	00	01	01
			24	00	00	25
			25	00	11	13
		57	5	00	11	13
			6/1/1	00	00	25
			6/2	00	11	13
			15/1	00	08	09
			15/2	00	03	04
			16	00	11	38
			25	00	11	13
			71	11	00	76

1	2	3	4	5	6	7
Kulbarchha	61	71	20/1	00	02	02
			20/2	00	02	28
			21	00	08	60
		72	5	00	10	12
			6	00	09	61
			15/4	00	05	56
			16/1	00	00	25
			16/2	00	01	26
		79	1	00	08	35
			180	00	02	02
			191	00	05	82
			260	00	00	25
			413	00	00	51
			437	00	01	01
			440	00	00	51
			438	00	00	25
Kadradbad	62	12	12	00	01	52
			18	00	10	62
			23	00	11	13
		14	3	00	11	13
			8	00	11	13
			13/1	00	05	82
			13/2	00	02	02
			18	00	11	13
			23	00	11	13
		27	3	00	11	13
			8	00	10	37
			13	00	00	51
			68	00	03	04

[F. No. R-25011/13/2006-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 21 दिसम्बर, 2006

का. आ. 4929.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कोयली से दहेज तक पेट्रोलियम उत्पादन के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती हैं;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि नीचे पाइपलाइन बिछाए जाने के संबंध में श्रीमती आशा आर. शाह, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, मकान नं. 3/122, गुजरात रिफाइनरी टाउनशिप, पो. ओ. जवाहरनगर, वडोदरा - 391 320 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : वागरा

जिला : भरुच

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं. - खण्ड सं.	उप - खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
36-बदलपुर	62	-	00	28	20
	63	-	00	15	83
	206	-	00	49	57
	Total		00	93	60
1	2	3	4	5	6
37-पडलपुर / चांचवेल	1312	42	00	13	07
	1327/B	57/B	00	22	83
	1327/A	57/A	00	26	94
	Total		00	62	84
1	2	3	4	5	6
38-केशवान(1)	430	-	00	19	25
	412	-	00	10	85
	433	-	00	19	95
	435	-	00	12	60
	434	-	00	20	48
	429	-	00	06	46
	414	-	00	46	53
	372	-	00	44	89
	Total		01	81	01

गाँव का नाम	सर्वेक्षण सं. — खण्ड सं.	उप — खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
40—अभेल	376	-	00	51	84
	289	P	00	12	52
	374	P	00	33	95
	375	-	00	06	74
	378	-	00	01	80
	377	-	00	53	55
	75	-	00	18	06
	Total		01	78	46
1	2	3	4	5	6
41—गोलाद्रा	279	-	00	20	70
	278	-	00	06	75
	280	-	00	17	55
	287	B1	00	09	00
	273	-	00	25	74
	272	P2	00	16	74
	272	P1	00	09	00
	270	-	00	26	55
	200	-	00	33	75
	177	-	00	01	55
	199	-	00	37	15
	182	-	00	21	60
	201	A	00	03	15
	202	-	00	15	30
	183	-	00	39	60
	160	-	00	32	13
	187	P1	00	01	35
	159	-	00	22	05
	156	-	00	28	80
	157	-	00	15	30
	Total		03	83	76
1	2	3	4	5	6
45—दहेज	1392	-	00	21	43
	1390	-	00	18	03
	1304	-	00	44	02
	1314	-	00	09	37
	1315	-	00	18	82
	1247	-	00	30	98
	1257	P	00	21	00
	1251	-	00	27	08
	945	-	00	01	62
	Total		01	92	35

[फा. सं. आर-25011/2/2005-आ.आर.-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 21st December, 2006

S.O. 4929.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Koyali to Dahej in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intension to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty on days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Smt. Asha R. Shah, (Competent Authority, Indian Oil Corporation Limited, at office Qtrs. No. 3/122, Gujarat Refinery Township, P.O. Jawaharnagar, Vadodara – 391 320 (Gujarat).

SCHEDULE					
Taluka: Vagra			Dist: Bharuch		State: Gujarat
Name of Village	Survey / Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
36 - BADALPUR	62	-	00	28	20
	63	-	00	15	83
	206	-	00	49	57
	Total		00	93	60
1	2	3	4	5	6
37 - PADALPUR/ CHANCHVEL	1312	42	00	13	07
	1327/B	57/B	00	22	83
	1327/A	57/A	00	26	94
	Total		00	62	84
1	2	3	4	5	6
38 - KESHWAN (1)	430	-	00	19	25
	412	-	00	10	85
	433	-	00	19	95
	435	-	00	12	60
	434	-	00	20	48
	429	-	00	06	46
	414	-	00	46	53
	372	-	00	44	89
Total			01	81	01

Name of Village	Survey / Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
40 - AMBHEL	376	-	00	51	84
	289	P	00	12	52
	374	P	00	33	95
	375	-	00	06	74
	378	-	00	01	80
	377	-	00	53	55
	75	-	00	18	06
	Total		01	78	46
1	2	3	4	5	6
41 - GOLADRA	279	-	00	20	70
	278	-	00	06	75
	280	-	00	17	55
	287	B1	00	09	00
	273	-	00	25	74
	272	P2	00	16	74
	272	P1	00	09	00
	270	-	00	26	55
	200	-	00	33	75
	177	-	00	01	55
	199	-	00	37	15
	182	-	00	21	60
	201	A	00	03	15
	202	-	00	15	30
	183	-	00	39	60
	160	-	00	32	13
	187	P1	00	01	35
	159	-	00	22	05
	156	-	00	28	80
	157	-	00	15	30
	Total		03	83	76
1	2	3	4	5	6
45 - DAHEJ	1392	-	00	21	43
	1390	-	00	18	03
	1304	-	00	44	02
	1314	-	00	09	37
	1315	-	00	18	82
	1247	-	00	30	98
	1257	P	00	21	00
	1251	-	00	27	08
	945	-	00	01	62
	Total		01	92	35

[F. No. R-25011/2/2005-O.R.-I.]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 21 दिसम्बर, 2006

का. आ. 4930.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कोयली से दहेज तक पेट्रोलियम उत्पादन के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि नीचे पाइपलाइन बिछाए जाने के संबंध में श्रीमती आशा आर. शाह, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, मकान नं. 3/122, गुजरात रिफाइनरी टाउनशिप, पो. ओ. जवाहरनगर, वडोदरा — 391 320 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तालुका : आमोद

जिला : भरुच

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं. — खण्ड सं.	उप — खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
33-आछोद(1)	1563	-	00	43	09
	1554	-	00	07	80
	1632	-	00	03	64
	1634	-	00	06	32
	Total		00	60	85
1	2	3	4	5	6
33-आछोद(2)	857	-	00	09	63
	793	-	00	06	58
	790	-	00	03	06
	789	-	00	02	83
	782	-	00	03	87

गाँव का नाम	सर्वेक्षण सं. — खण्ड सं.	उप — खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
33- आच्छाद (2) (जारी...)	780	-	00	09	00
	838	-	00	02	89
	822	-	00	05	68
	778	-	00	07	52
	777	-	00	03	37
	776	-	00	05	17
	774	-	00	09	73
	773	-	00	06	25
	467	-	00	11	60
	466	-	00	09	85
	465	-	00	08	31
	458	-	00	18	01
	408	-	00	11	88
	424	-	00	27	03
Total			01	62	26
1	2	3	4	5	6
34-इटोला	165	-	00	11	15
	166	-	00	09	84
	176	-	00	19	68
	177	P2	00	10	67
	179	-	00	21	52
	189	-	00	20	12
	187	-	00	03	06
	207	-	00	06	47
	210	-	00	19	51
	216	-	00	13	56
	226	-	00	08	26
	212	-	00	13	12
	217	-	00	09	18
Total			01	66	14
35-रोजा टंकरीया(1)	104		00	06	81
	106		00	15	31
	155		00	00	70
	156		00	01	83
	112		00	06	31
	21		00	45	99
	11		00	01	35
	12		00	00	36
	6		00	15	30
	7		00	09	18
	8		00	17	10
Total			01	20	24

[फा. सं. आर-25011/3/2005-ओ.आर.-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 21st December, 2006

S. O. 4930.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Koyali to Dahej in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intension to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty on days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Smt. Asha R. Shah, (Competent Authority, Indian Oil Corporation Limited, at office Qtrs. No. 3/122, Gujarat Refinery Township, P.O. Jawaharnagar, Vádodara – 391 320 (Gujarat).

SCHEDULE

Taluka: Amod

Dist: Bharuch

State: Gujarat

Name of Village	Survey / Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
33 - ACHHOD (1)	1563	-	00	43	09
	1554	-	00	07	80
	1632	-	00	03	64
	1634	-	00	06	32
Total			00	60	85
1	2	3	4	5	6
33 - ACHHOD (2)	857	-	00	09	63
	793	-	00	06	58
	790	-	00	03	06
	789	-	00	02	83
	782	-	00	03	87
	780	-	00	09	00
	838	-	00	02	89
	822	-	00	05	68
	778	-	00	07	52

Name of Village	Survey / Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
33- ACHHQD (2) (Contd...)	777	-	00	03	37
	776	-	00	05	17
	774	-	00	09	73
	773	-	00	06	25
	467	-	00	11	60
	466	-	00	09	85
	465	-	00	08	31
	458	-	00	18	01
	408	-	00	11	88
	424	-	00	27	03
	Total		01	62	26
1	2	3	4	5	6
34 - INTOLA	165	-	00	11	15
	166	-	00	09	84
	176	-	00	19	68
	177	P2	00	10	67
	179	-	00	21	52
	189	-	00	20	12
	187	-	00	03	06
	207	-	00	06	47
	210	-	00	19	51
	216	-	00	13	56
	226	-	00	08	26
	212	-	00	13	12
	217	-	00	09	18
	Total		01	66	14
35 - ROZA TANKARIYA (1)	104	-	00	06	81
	106	-	00	15	31
	155	-	00	00	70
	156	-	00	01	83
	112	-	00	06	31
	21	-	00	45	99
	11	-	00	01	35
	12	-	00	00	36
	6	-	00	15	30
	7	-	00	09	18
	8	-	00	17	10
	Total		01	20	24

[F. No. R-25011/3/2005-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 21 दिसम्बर, 2006

का. आ. 4931.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कोयली से दहेज तक पेट्रोलियम उत्पादन के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूचि में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती हैं;

कोई व्यक्ति, जो उक्त अनुसूचि में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि नीचे पाइपलाइन बिछाए जाने के संबंध में श्रीमती आशा आर. शाह, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, मकान नं. 3/122, गुजरात रिफाइनरी टाउनशिप, पो. ओ. जवाहरनगर, वडोदरा - 391 320 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : पादरा

जिला : वडोदरा

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं. - खण्ड सं.	उप - खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
10-ताजपुरा	15	-	00	14	95
	35	-	00	15	75
	51	-	00	14	04
	Total		00	44	74
1	2	3	4	5	6
12-पिपली	316	-	00	00	68
	Total		00	00	68
1	2	3	4	5	6
14-आँती(2)	691	-	00	00	36
	Total		00	00	36

[फा. सं. आर-25011/4/2005-ओ.आर.-1]

एस. के. चितकारा, अवर सचिव

New Delhi, the 21st December, 2006

S.O. 4931.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Koyali to Dahej in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intension to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty on days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Smt. Asha R. Shah, (Competent Authority, Indian Oil Corporation Limited, at office Qtrs. No. 3/122, Gujarat Refinery Township, P.O. Jawaharnagar, Vadodara – 391 320 (Gujarat).

SCHEDULE

Taluka: Padra

Dist: Vadodara

State: Gujarat

Name of Village	Survey/ Block No.	Sub- Divsion No.	Area		
			Hectare.	Are	Centlare
1	2	3	4	5	6
10 - TAJPURA	15	-	00	14	95
	35	-	00	15	75
	51	-	00	14	04
	Total		00	44	74
1	2	3	4	5	6
12 - PIPLI	316	-	00	00	68
Total			00	00	68
1	2	3	4	5	6
14 - AANTI (2)	691		00	00	36
Total			00	00	36

[F. No. R-25011/4/2005-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 22 दिसम्बर, 2006

का. आ. 4932.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2709 तारीख 12 जुलाई , 2006, जो भारत के राजपत्र तारीख 15 जुलाई, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए मुम्बई-पुणे पाइपलाइन विस्तार परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 28 सितंबर, 2006, को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगनों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची							
तालुका : हवेली			जिला : पुणे		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
1	2	3	4	5	हेक्टर	एयर	वर्ग मीटर
1	कदमवाकवस्ती		803		00	03	37
			810		00	03	30
			767		00	02	80
			613		00	02	67
कुल					00	12	14

1	2	3	4	5	6	7	8
	2 लोनी कालभोर		2320		00	02	59
			1789	4	00	00	56
			1699		00	03	01
			1528		00	02	53
			1509		00	02	52
			1508		00	01	44
			1502		00	05	20
			1499		00	02	98
			1496		00	04	70
			1484		00	07	56
			1471		00	00	48
			1465		00	01	14
			1429		00	01	89
			1419		00	01	72
			1401		00	03	12
			1403		00	02	52
			1404		00	08	83
			1198		00	11	19
			1167		00	00	95
			1152		00	01	12
				कुल	00	66	05

[फा. सं. आर-31015/24/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 22nd December, 2006

S. O. 4932.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2709, dated the 12th July, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 15th July, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Pune Pipeline Extension Project from Loni (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra by Hindustan Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 28th September, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : HAVELI			District : PUNE		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	KADAM WAKWASTI		803		00	03	37
			810		00	03	30
			767		00	02	80
			613		00	02	67
Total					00	12	14
2	LONI KALBHOR		2320		00	02	59
			1789	4	00	00	56
			1699		00	03	01
			1528		00	02	53
			1509		00	02	52
			1508		00	01	44
			1502		00	05	20
			1499		00	02	98
			1496		00	04	70
			1484		00	07	56
			1471		00	00	48
			1465		00	01	14
			1429		00	01	89
			1419		00	01	72
			1401		00	03	12
			1403		00	02	52
			1404		00	08	83
			1198		00	11	19
	1167		00	00	95		
	1165		00	01	12		
Total					00	66	05

[F. No. R-31015/24/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली 22 दिसम्बर, 2006

का. आ. 4933.— केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2706, तारीख 10 जुलाई, 2006 द्वारा श्री एस.एन. शर्मा, आर.ए.एस. को मैसर्स गेल (इण्डिया) लिमिटेड द्वारा राजस्थान-राज्य में पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त किया;

और उक्त श्री एस. एन. शर्मा को उनके पैतृक विभाग में वापस भेज दिया गया है और श्री सुरेश चन्द जैन, तहसीलदार, राजस्थान सरकार को उनके स्थान पर पदस्त किया गया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 2 के खंड (क) के अनुसरण में भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 2706, तारीख 10 जुलाई, 2006 को अधिग्रहण करते हुए, नीचे दी गई अनुसूची के स्तंभ (1) में वर्णित व्यक्ति को उक्त मैसर्स गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइन बिछाने के लिए निम्नलिखित अनुसूची के स्तंभ (2) में वर्णित क्षेत्र में उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए अधिकृत करती है।

अनुसूची

व्यक्ति का नाम और पता

अधिकारिता का क्षेत्र

(1)

(2)

श्री सुरेश चन्द जैन,
तहसीलदार,
गेल (इण्डिया) लिमिटेड में प्रतिनियुक्ति पर,
चतुर्थ तल, क्रिस्टल मॉल,
ए-3, सवाई जय सिंह राजमार्ग,
बनीपार्क, जयपुर - 302016 (राजस्थान)

सम्पूर्ण राजस्थान राज्य

[फा. सं. एल-14014/7/2005-जी.पी.]

एस. बी. मण्डल, अवसर सचिव

New Delhi, the 22nd December, 2006

S. O. 4933.— Whereas, in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government vide Notification of Government of India in the Ministry of Petroleum and Natural Gas S.O.2706, dtd. 10th July, 2006 appointed Shri S.N. Sharma, RAS to perform the functions of the Competent Authority under the said Act for laying of the pipeline by M/s. GAIL (India) Limited in the State of Rajasthan;

And, whereas, Shri S.N. Sharma has been repatriated and Shri Suresh Chand Jain, Tehsildar Govt. of Rajasthan has been posted in his place;

Now, therefore, in pursuance of clause (a) of Section (2) of the said Act and in supersession of the notification of the Government of India, Ministry of Petroleum & Natural Gas vide S.O. 2706, dtd. 10th July, 2006, the Central Government hereby authorises the person mentioned in column (1) of the schedule given below to perform the functions of the Competent Authority under the said Act for laying pipelines by the said M/s. GAIL (India) Limited in the area mentioned in column (2) of the said schedule.

Schedule

Name and Address of the person	Area of Jurisdiction
(1)	(2)
Shri Suresh Chand Jain, Tehsildar, on deputation to M/s. GAIL (India) Limited, 4 th Floor, Crystal Mall, A-3, Sawai Jai Singh Highway, Banipark, Jaipur – 302016 (Rajasthan)	Whole State of the Rajasthan

[F. No. L-14014/7/2005-G.P.]
S.B MANDAL, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 23 नवम्बर, 2006

का.आ. 4934.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केएलएम रॉयल डच एअरलाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-II के पंचाट (संदर्भ संख्या 51/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2006 को प्राप्त हुआ था।

[सं. एल-11012/14/2002-आईआर (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd November, 2006

S.O. 4934.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai-II now as shown in the Annexure in Industrial Dispute between the employers in relation to the management of KLM Royal Dutch Airlines and their workman, which was received by the Central Government on 22-11-2006.

[No. L-11012/14/2002-IR (C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT:**

A. A. LAD, Presiding Officer

Reference No. CGIT-2/51 of 2002

EMPLOYERS IN RELATION TO THE MANAGEMENT OF KLM ROYAL DUTCH AIRLINES

The Chief Manager,
KLM Royal Dutch Airlines,
Terminal 2-A, Second Floor,
Chhatrapati Shivaji International Airport,
Mumbai-400 099.

V/s.

Their Workmen

The Unit Secretary,
KLM Royal Dutch Airlines Employees Association,
C/o. Khetan Bhavan,
198, J.N. Tata Road,
Mumbai-400 020

APPEARANCES:

For the Employer : Mr. N.B. Jalota, Advocate.

For the Workmen : Ms. Gayatri Singh, Advocate.

Mumbai, dated 30th October, 2006

AWARD

The Government of India, Ministry of Labour by its Order No. L-11012/14/2002-IR (C-I) dated 10-7-2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of KLM Royal Dutch Airlines, Mumbai in terminating the services of Ms. Jalaja Mehta, Ms. Asha Gomes and Mr. Darwin Facho, Customer Services Agents with effect from 24th January, 2002 is legal and justified? If not, to what relief are the workmen entitled?”

2. To support the subject matter referred in the reference, second party filed Claim Statement at Ex-15 stating that, action taking by the first party in terminating the services of Ms. Jalaja Mehta, Ms. Asha Gomes and Mr. Darwin Facho, Customer Services Agents with effect from 24th January, 2002 is not legal and justified.

3. Meanwhile both parties prayed to take matter in Lok Adalat and filed purshis Ex-18 & 19 to dispose it off accordingly.

ORDER

In view of Ex-18 and 19, reference is disposed of in Lok Adalat.

Date: 30-10-2006

A. A. LAD, Presiding Officer

Ref. CGIT-2/51 of 2002

Shri N.B. Jalota, Advocate appeared for Management

Mrs. Jalaja Mehta, Workman present.

Mr. Darwin Facho, Workman present.

The dispute is settled in terms of settlement dated 12-10-2006 filed today in Lok Adalat. The workmen were explained about the terms of settlement to which they have agreed Posted for Award.

Sd/-

J. H. Sawant

Advocate

Member of Panel

Sd/-

30-10-2006

(Jalaja Mehta)

Workman

Sd/-

Suresh Babu

Panel Member

Sd/-

30-10-2006

(N. B. Jalota)

Advocate for the Management

Sd/-

30-10-2006

(Darwin Facho)

Workman

Sd/-

30-10-2006

(Nandini Menon)

Advocate

Sd/-

M. B. Anchan

Advocate

Sd/-

A. M. Koyande

Advocate

**BEFORE THE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL
NO. 2 AT MUMBAI
REFERENCE NO. CGIT-2/51 OF 2002**

BETWEEN:

EMPLOYEES IN RELATION TO THE MANAGEMENT
OF K. L. M. ROYAL DUTCH AIRLINES

AND

THEIR WORKMEN

MAY IT PLEASE THE HONOURABLE TRIBUNAL :

The parties to the above reference state that one of the employees concerned in the reference, viz. Smt. Jalaja Mehta, Mumbai (hereinafter called as the said workman) has reached a conclusive and comprehensive settlement with the KLM Royal Dutch Airlines (hereinafter called as the said employer) on the following terms and conditions. The said workman and the said employer therefore pray that this Honourable Tribunal may record the said terms and conditions, and delete the name of the said workman from the corrigendum to the aforesaid reference.

TERMS AND CONDITIONS OF SETTLEMENT:

1. That is agreed by and between the parties that the said workman accepts her retrenchment from services by the said employer on and from 24th of January 2002 unconditionally.

2. That the employer abovenamed further confirms that the said workman shall be paid an amount of Rs 14,05,345 (Forteen lacs five thousand three hundred forty five only) for the said workman to give up all her claims, disputes, differences and demands as are raised in the aforesaid reference, upon the said employer. The said amount is being tendered simultaneously with this Settlement vide two Pay Orders dated 3-10-2006, drawn on Deutsche Bank, Kasturba Gandhi Marg, New Delhi and Pay Order dated 11-10-2006 drawn on ICICI Bank Ltd., Nariman Point Branch, Mumbai favouring the said workman, receipt whereof the said workman hereby acknowledges.

3. That the said workman further confirms that upon receipt of the Pay Orders for the additional amount, the said workman shall have no monetary claims of whatsoever nature anytime hereafter upon the said employer. The workman further confirms that similarly upon receipt of the said Pay Orders for the additional amount, the said workman shall have no claim of reinstatement and/or of re-employment upon the said employer anytime hereafter, irrespective of provisions of Section 25H of the Industrial Disputes Act, 1947, as the said workman has hereby specifically given up such claims of reinstatement and/or of re-employment by accepting the said additional amount of compensation, which the said workman declares is in her best interests.

4. The said workman therefore most respectfully prays that this Honourable Tribunal may kindly strike off the said workman's name from the corrigendum of the reference, and further be pleased to pass an Award in terms of the aforesaid Settlement and dispose of the claims of the said workman accordingly.

Dated this 12th day of October, 2006
AT MUMBAI.

Workmen in Person : For KLM Royal Dutch Airlines

Sd/-

Jalaja Mehta
Identified by me :
Sd/

Illegible

Sd/-

Sanjiv Valimbe
Identified by me :
NAVRAJ B. JALOTA
(Advocate)

ANTHONY MATHIAS
KLM Royal Dutch Airlines

**BEFORE THE PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2 AT MUMBAI
REFERENCE NO. CGIT-2/51 OF 2002**

BETWEEN:

Employees in Relation to the Management of
K. L. M. Royal Dutch Airlines

AND

THEIR WORKMEN

May It Please the Honourable Tribunal :

The parties to the above reference state that one of the employees concerned in the reference, viz. Mr. Darwin Facho, Mumbai (hereinafter called as the said workman) has reached a conclusive and comprehensive settlement with the KLM ROyal Dutch Airlines (hereinafter called as the said employer) on the following terms and conditions. The said workman and the said employer therefore pray that this Honourable Tribunal may record the said terms and conditions, and delete the name of the said workman from the corrigendum to the aforesaid reference.

TERMS AND CONDITIONS OF SETTLEMENT:

1. That is agreed by and between the parties that the said workman accepts his retrenchment from services by the said employer on and from 24th of January 2002 unconditionally.

2. That the employer abovenamed further confirms that the said workman shall be paid an amount of Rs. 9,51,746 (Nine Lacs Fifty One Thousand Seven Hundred Forty Six Only) for the said workman to give up all her claims, disputes, differences and demands as are raised in the aforesaid reference, upon the said employer. The said amount is being tendered simultaneously with this Settlement vide two Pay Orders dated 3-10-2006, drawn on Deutsche Bank, Kasturba Gandhi Marg, New Delhi and Pay Order dated 11-10-2006 drawn on ICICI Bank Ltd.,

Nariman Point Branch, Mumbai favouring the said workman, receipt whereof the said workman hereby acknowledges.

3. That the said workman further confirms that upon receipt of the Pay Order for the additional amount, the said workman shall have no monetary claims of whatsoever nature anytime hereafter upon the said employer. The workman further confirms that similarly upon receipt of the said Pay Order for the additional amount, the said workman shall have no claim of reinstatement and/or of reemployment upon the said employer anytime hereafter, irrespective of provisions of Section 25H of the Industrial Disputes Act, 1947, as the said workman has hereby specifically given up such claims of reinstatement and/or of re-employment by accepting the said additional amount of compensation, which the said workman declares is in her best interests.

4. The said workman therefore most respectfully prays that this Honourable Tribunal may kindly strike off the said workman's name from the corrigendum of the reference, and further be pleased to pass an Award in terms of the aforesaid Settlement and dispose of the claims of the said workman accordingly.

Dated this 12th day of October, 2006,
AT MUMBAI.

Workmen in Person: For KLM Royal Dutch Air lines

DARWINFACH: Sanjiv Valinbe

Identified by Me: Identified by Me:

ANTHONY MATHIAS Navraj B. Jalota
KLM ROYAL DUTCH AIRLINES (Advocate)

नई दिल्ली, 23 नवम्बर, 2006

का.आ. 4935.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-1 के पंचाट (संदर्भ संख्या: 18/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2006 को प्राप्त हुआ था।

[सं. एल-11012/99/98-आई.आर. (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 23rd November, 2006

S.O. 4935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2003) of the Central Government Industrial Tribunal/Labour Court Mumbai-I now as shown in the Annexure in Industrial Dispute between the employers, in relation to the management of Air India Ltd. and, their workman which was received by the Central Government on 23-11-2006.

[No. L-11012/99/98-IR (C-I)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, MUMBAI

PRESENT:

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT- 18 of 1999

Parties: Employers in Relation to the management of
Air India Ltd.

AND

Their workmen

APPEARANCES

For the Management : Ms. Priya Borgonkar, Adv.

For the Union : Mrs P. S. Shetty, Adv.

State : Maharashtra

Mumbai, dated the 3rd day of November, 2006.

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-11012/99/98-IR (C-I) dated 17-2-1999. The terms of reference are as follows:

“क्या एअर इंडिया के प्रबंधन द्वारा दि. 3.12.97 से श्री एल. आर. सोलंकी, स्वीपर की सेवाएं समाप्त करना विधिवत एवं न्यायोचित है। यदि नहीं तो वे किस राहत के पात्र हैं।”

2. Mr. Solanki (hereinafter referred to as the workman) was appointed as a Sweeper by the First Party Air India Ltd. (for short Air India) in its In-flight Service Deptt. at Mumbai w.e.f. 4-10-1977. He was confirmed w.e.f. 1-10-1978. He was re-designated as Sr. Handyman (Safai) w.e.f. 1-3-1987 and was promoted to Head Handyman (Safai) w.e.f. 1-1-1991. The workman was on duty on third shift on 30-10-1993, commencing from 2200 hrs in the Catering Cabin Services at Mumbai Airport. He along with Mr. S.V. Godambe, Asstt. Cabin Supervisor proceeded to Aircraft VT-EHQ which had operated flight AI-710 Dubai/Mumbai and was parked at bay No.66, in Jeep No. MH-02-J-4745 of Catering Cabin Services. At about 2300 hrs. both of them entered the aircraft and removed two cloth bundles consisting of 92 contraband gold bars out of the aircraft and placed the same in the said jeep. The workman and Mr. Godambe were accosted by the Air Intelligence Unit officials of Custom Department and were asked to stop the said vehicle to which they refused and the vehicle was driven speedily. The Custom officials chased the vehicle on foot but could not intercept it. The workman along with Mr. Godambe proceeded in the same jeep to the residence of one Mr. D.N. Vinjuda, Sr. Handyman (Safai), working with them in the Catering/Cabin services of the Company.

handed over to Mr. Vinjuda the contraband gold and returned to the office. The workman was subsequently intercepted by the Air Intelligence Unit officials for interrogation and on the basis of the information disclosed by him during the course of interrogation, the residence of Mr. Vinjuda was searched and the recovery of contraband gold bars numbering 92 and weighing 10,727 gms valued at Rs.38,56,421 (International Monetary Value) and Rs.48,70,149 (Local Monetary Value) was received under panchanama;

- (i) 50 gold bars each of marking credit Suisse
- (ii) 32 gold bars each of marking Johnson Mathey, London
- (iii) 10 gold bars each marking U.B.S.

Mr. Vinjuda admitted to have received the aforesaid gold bars from the workman (Mr. Solanki) after being removed from the Flight No. AI-710/30-10-1993 arrived from Dubai. The workman was thus involved in smuggling activities earning disrepute to Air India. He was therefore, placed under suspension *vide* letter dt. 12-11-1993 and was charge sheeted on 03-3-94 for misconduct under clauses 14(3)(g) and 14(3)(h) of Model Standing Orders (C):—

- i. Breach of law applicable to the Establishment
- ii. Dishonesty in connection with Employer's Business and
- iii. Act subversive of discipline.

3. The reply filed by the workman to the charge sheet was not found to be satisfactory and hence a domestic enquiry was instituted *vide* letter dt. 05-4-1993 whereby an Enquiry Committee was constituted. The enquiry committee found the workman guilty and ultimately the workman was dismissed from service by the Competent Authority.

4. The contention of the workman is that the domestic enquiry was conducted in gross violation of principle of natural justice. It is not just and fair. The report of the Enquiry Officer is not based on evidence. It is alleged that the workman was never furnished the relevant documents nor they were made available for inspection. It has come into evidence before the Enquiry committee during the cross-examination of Mr. Karde, Security Incharge that the workman and Mr. Godambe entered the aircraft only after entering and duly signing the register. It has further come out in the evidence that both of them had nothing in their hands when they alighted from the aircraft. No recovery of gold bar was made from the workman. The alleged jeep never left the Airport premises since it was never seen leaving the exit point/gate. The Custom Officers were drunk and they also assaulted the workman. It is also alleged that the panchnama dated 31-10-1993 was not proved in accordance with law before the Enquiry Committee but still it was relied upon. Mr. Vinjuda was not examined and certain statements attributed to have been made by him

were relied upon by the Enquiry Committee without an opportunity of cross examination. Regarding the alleged confession made by the workman, it is alleged that it was written by AIU Officers themselves and the workman was simply made to sign the said confessional statement. The workman had submitted a detailed reply to the findings of the Enquiry Committee but it was not considered. The workman had also submitted his reply dt. 28-2-1997 against the show cause notice for the proposed punishment of dismissal but it was not considered in right perspective. Thereafter, the workman approached the Assistant Labour Commissioner (C) and the matter came to be referred to this Tribunal by the Government. The charge of misconduct is not proved against the workman and hence, his dismissal is illegal and liable to be set aside. The contention of Air India is that the dismissal of the workman has been made in accordance with law after holding a proper and fair enquiry and also observing the principles of natural justice. The workman fully participated in the enquiry and was defended by the defence counsel of his choice. In fact, the defence counsel was provided with a view to accord full opportunity to the workman which could even be refused by the Enquiry Committee being not necessary under Model Standing Orders. The defence counsel was permitted since the office bearer of the Union and fellow colleagues were not willing to represent the workman in the enquiry. The workman was defended by Mr. Tambe who was from another Department.

6. The Air India had also filed an Approval application under Section 33 (2)(b) of the I.D. Act which was contested by the workman *vide* NTB-65 of 1997. This Approval application was rejected *vide* order dt. 22-7-2004 by this Tribunal. The Air India had filed a writ petition No. 387 of 2005 which was allowed by the Hon'ble High Court of Bombay *vide* judgment dt. 11, April, 2005 and the Approval application was allowed after setting aside the judgment of the Presiding Officer of this Tribunal with a clarification that the workman would be at liberty to espouse all remedies that were available to him under law. It is reported that the workman had preferred the appeal against the aforesaid judgment but the same has been dismissed by the Division Bench of the Hon'ble High Court of Bombay.

7. On the pleadings of the parties, the following issues were framed by the learned predecessor in office:—

- (1) Whether the domestic enquiry held against Shri L. R. Solanki is in violation of principles of natural justice?
- (2) Whether the findings recorded by the Enquiry Officer are perverse?
- (3) Whether the termination of services of Shri L. R. Solanki is legal and justified?
- (4) To what relief the workman is entitled to?

7. ISSUE NO.1: The workman filed his own affidavit in lieu of his examination in chief and he has been cross-examined by the learned counsel for Air India. He has admitted in his cross-examination that he was given the facility to engage Mr. Tambe as Defence Representative. He was supplied copies of the enquiry proceedings. He did not lead any evidence in defence. He was given the copies or the documents relied upon by the Management during the course of enquiry. He was given the opportunity to cross-examine the witnesses produced by the Management. He was given opportunity to produce evidence in his defence. He was given an opportunity to make final statement after the evidence was closed. He was also given a opportunity to make representation against the finding of the Enquiry Officer. He did not remember as to whether he received the show cause notice against the proposed punishment. This statement is incorrect since the record proves that the workman had received the show cause notice against the proposed punishment and that he had replied there to.

8. No oral evidence is led by the Air India.

9. The learned counsel for the workman filed four rulings i.e. (i) Committee of Management, Kisan Degree College vs. Shambhu Saran Pandey and Others 1995 1 SCC 404 (ii) Rajinder Kumar Kindra vs. Delhi Administration through Secretary (Labour) and Ors. (SCR page 115, Head mate III (iii) Kuldeep Singh vs. The Commissioner of Police and Ors. (1999 1 CLR) SC and S.L. Loona vs. Punjab National Bank and Anr. (1992 1 CLR 573) before Hon'ble High Court of Punjab and Haryana and contended that the enquiry is not just and fair and that it is not in accordance with the principle of natural justice.

10. Having gone through the entire evidence on record, I feel that there is nothing on record to substantiate in any manner that the enquiry is not just and fair. There is also nothing to show any violation of principle of natural justice in view of the admitted position that the workman had been given each and every opportunity to defend himself properly at each and every stage. The permission to workman to be defended by a qualified person Mr. Tambe goes to show that the workman was given fair opportunity to defend himself.

11. It is pertinent to note that Air India had moved an Approval application which had been rejected by the Tribunal but it has been allowed by the learned Single Judge of the Hon'ble High Court of Bombay. It is also to be noted that the appeal preferred by the workman against the said judgement has been dismissed by the Division Bench of Hon'ble High Court of Bombay. In this circumstances, the Approval application under Section 33(2)(b) of the I.D. Act stands allowed meaning thereby the dismissal of the workman has been upheld by the Division Bench of the Honourable High Court of Bombay. The Hon'ble High Court of Bombay has given the workman,

the liberty to espouse his claim under the provisions of the I.D. Act. For that the reference has been made by the Government to this Tribunal. Now it is to be seen as to what cogent evidence has been led by the workman to show that the enquiry is not just and fair or there is a violation of principle of natural justice. I feel that there is no evidence on record to substantiate the pleas of the workman keeping in mind the admissions made by him in his cross-examination. Moreover, the workman has not shown that he has been prejudiced for any acts either omitted or committed by the Enquiry Officer during the course of enquiry.

12. Hence, it is concluded that the enquiry is just and proper and is in accordance with principle of natural justice.

13. ISSUE NO.2: In view of the fact that the report of the Enquiry Officer has been accepted as correct by the Division Bench of Honourable High Court of Bombay as mentioned above, the propriety does not demand that the report of the Enquiry Committee be reversed at this stage nor I find sufficient evidence on record to give finding in favour of the workman and hold that the findings of the Enquiry Committee are perverse. It is settled law that principle of criminal jurisprudence are not attracted in case of domestic enquiry wherein the charges are to be proved on the basis of pre-ponderance of the evidence. In the case in hand, the evidence available on record proves beyond doubt that the charge of misconduct is made out against the workman. The evidence led by the Air India coupled with the confession of the workman himself and keeping in mind the seriousness of the matter that the recovery of 92 gold bars was made from the possession of Mr. Vinjuda at the pointing out of the workman himself proves on record that the workman was involved in the smuggling activities.

14. Hence, it is concluded that the findings of the Enquiry Committee are not perverse.

15. ISSUE No. 3. In view of the fact that the charge of misconduct is proved on record, the termination of the workman is legal and justified. The dismissal of the workman cannot be said to be harsh or unjust in any manner. It appears to be quite commensurate to the charge of misconduct for involvement in smuggling activities. Hence, it is concluded that the workman has been rightly dismissed from service in accordance with law.

16. ISSUE NO.4: In view of my aforesaid finding the workman is not entitled to any relief by this Tribunal.

17. An Award is made accordingly.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4936.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके

कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 540/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2006 को प्राप्त हुआ था।

[सं. एल-22012/393/1999-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th November, 2006

S.O. 4936.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 540/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workman which was received by the Central Government on 23-11-2006.

[No. L-22012/393/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Presiding Officer : Shri Kuldeep Singh

CASE No. I.D. No 540/2005.

Registered on 22-08-2005

Date of Decision 3-11-2006.

Baldev Singh S/o Shri Dalip Singh, Kesaribagh,
Chowkfuwara, Raja Da Hostel Amritsar (Punjab)
....Petitioner

Versus

The District Manager, FCI, 86, Ranika Bagh, Amritsar
(Punjab)

....Respondent

APPEARANCES

For the Workman : Col. Karam Singh AR

For the Management : Mr. N.K. Zakhmi Advocate.

AWARD

The workman is not present. He was not present even on the last date, therefore, it was directed that a notice under R/C be sent for the service of the workman and the same was sent under Postal Receipt No.1964 dated 21st August, 2006. More than two months have passed but neither the R/C carrying the notice has been received back nor the workman has appeared today. This raises the presumption that the workman had received the notice of the Tribunal but he has intentionally not chosen to appear in the case. It is for this reason the case is being disposed of in the absence of the workman. Management is present through Counsel.

The Government of India vide their order No.L-22012/393/99/IR(CM-II) dated 10th Feb., 2000 has desired to know whether the action of the Management of District Manager, FCI Amritsar in terminating the services of Shri Baldev Singh S/o Dalip Singh w.e.f. 1st Jan., 1997 without paying him any retrenchment compensation is legal and justified? If not, to what relief the workman is entitled to?

The workman filed his Claim Petition thereby he claimed that he had joined service with the management in the year 1982 and served them upto 1st Jan., 1997 getting the salary of Rs.1890/- but the Management had terminated his services without following the provisions of Section-25-F of the Industrial Disputes Act. They also retained his juniors in the service and also violated the provisions of Section-25-G, H and N. The management filed reply and denied the claim of the workman. They denied that the workman was ever engaged by them; and that during the period in question, the work of the management was carried on by three members committee and the workman was never their employee. They took other objections also to oppose the claim which are supported by the affidavit of their Joint Manager Daljit Singh. The workman also filed his affidavit but, thereafter, he stopped appearing in the case and that is why a notice under R/C was sent to him.

On record there are only pleadings of the parties by which they have made opposing claims. There is no evidence produced by the parties and the workman therefore, has failed to show that the Management had violated the provisions of Industrial Dispute Act, 1947 while terminating the services of the workman, therefore, the termination of the workman was bad in law. In view of this the reference is answered against the workman holding that there is nothing on record to show that the retrenchment of the workman was made by the Management and it was illegal and unjustified. The workman is, therefore, not entitled to any relief. The reference is answered accordingly Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4937.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II चण्डीगढ़ के पंचाट (संदर्भ सं 605/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2006 को प्राप्त हुआ था।

[सं. एल-22012/405/1999-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th November, 2006

S.O. 4937.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 605/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workman which was received by the Central Government on 23-11-2006.

[No. L-22012/405/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No. I.D.No. 605/2005.

Registered on 24-08-2005

Date of Decision 3-11-2006.

Ninder Singh S/o Gora Singh, Village Bhangua, PO
Kotlagotla, Gujra, Amritsar (Punjab)

...Petitioner

Versus

The District Manager, FCI, 86, Ranikabagh, Amritsar,
(Punjab)

...Respondent

APPEARANCE

For the Workman : Col. Karam Singh, AR

For the Management : Mr. N. K Zakhmi, Advocate.

AWARD

The workman is not present. He was not present even on the last date, therefore, it was directed that a notice under R/C be sent for the service of the workman and the same was sent under Postal Receipt No. 1966 dated 21st August, 2006. More than two months have passed but neither the R/C carrying the notice has been received back nor the workman has appeared today. This raises the presumption that the workman had received the notice of the Tribunal but he has intentionally not chosen to appear in the case. It is for this reason the case is being disposed of in the absence of the workman, Management is present through Counsel.

The Government of India vide their order No. L-22012/405/99/IR(CM-II) dated 29th March, 2000 has desired to know whether the action of the Management of District Manager, FCI, Amritsar in terminating the services of Shri Ninder Singh S/o Gora Singh w.e.f. 1st Jan., 1997 without paying him any retrenchment compensation is legal and justified? If not, to what relief the workman is entitled to?

The workman filed his Claim Petition thereby he claimed that he had joined service with the management in

the year 1982 and served them up to 1st Jan., 1997 getting the salary of Rs. 1890/- but the Management had terminated his services without following the provisions of Section 25-F of the Industrial Disputes Act. They also retained his juniors in the service and also violated the provisions of Sections-25-G, H and N. The management filed reply and denied the claim of the workman. They denied that the workman was ever engaged by them; and that during the period in question, the work of the management was carried on by three members committee and the workman was never their employee. They took other objections also to oppose the claim which are supported by the affidavit of their Joint Manager Daljit Singh.

On record there are only pleadings of the parties, by which they have made opposing claims. There is no evidence produced by the parties and the workman therefore, has failed to show that the Management had violated the provisions of Industrial Dispute Act, 1947 while terminating the services of the workman, therefore, the termination of the workman was bad in law. In view of this the reference is answered against the workman holding that there is nothing on record to show that the retrenchment of the workman was made by the Management and it was illegal and unjustified. The workman is, therefore, not entitled to any relief. The reference is answered accordingly. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4938.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 541/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2006 को प्राप्त हुआ था।

[सं. एल-22012/406/1999-आई.आर.(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th November, 2006

S.O. 4938.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 541/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workman which was received by the Central Government on 23-11-2006.

[No. L-22012/406/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****Presiding Officer : Shri Kuldip Singh****Case No. I.D.No 541/2005.****Registered on 22-8-2005****Date of Decision 3-11-2006.**

**Milkha Singh S/o Sh. Chanan Singh, Village : Bhangua,
Po. Kotlagujra, Amritsar
(Punjab)**

.....Petitioner

Versus

**The District Manager, FCI, 86, Ranika Bagh, Amritsar
(Punjab)**

Respondent

APPEARANCE

For the Workman : Col. Karam Singh AR

For the Management : Mr. N. K. Zakhmi, Advocate

AWARD

The workman is not present. He was not present even on the last date, therefore, it was directed that a notice under R/C be sent for the service of the workman and the same was sent under Postal Receipt no.1967 dated 21st August, 2006. More than two months have passed but neither the R/C carrying the notice has been received back nor the workman has appeared today. This raises the presumption that the workman had received the notice of the Tribunal but he has intentionally not chosen to appear in the case. It is for this reason the case is being disposed of in the absence of the workman. Management is present through Counsel.

The Govt. of India vide their order No. L-22012/406/99/IR(CM-II) dated 10th/29th Feb., 2000 has desired to know whether the action of the Management of District Manager, FCI Amritsar in terminating the services of Shri Milkha Singh S/o Chanan Singh w.e.f. 1st Jan., 1997 without paying him any retrenchment compensation is legal and justified? If not, to what relief the workman is entitled to?

The workman filed his Claim Petition thereby he claimed that he had joined service with the management in the year 1982 and served them up to 1st Jan., 1997 getting the salary of Rs.1890/- but the Management had terminated his services without following the provisions of Section 25-F of the Industrial Disputes Act. They also retained his juniors in the service and also violated the provisions of Section-25-G, H and N. The management filed reply and denied the claim of the workman. They denied that the workman was ever engaged by them; and that during the period in question, the work of the management was carried

on by three members committee and the workman was never their employee. They took other objections also to oppose the claim which are supported, by the affidavit of their Joint Manager Daljit Singh.

On record there are only pleadings of the parties, by which they have made opposing claims. There is no evidence produced by the parties and the workman therefore, has failed to show that the Management had violated the provisions of Industrial Disputes Act, 1947 while terminating the services of the workman, therefore, the termination of the workman was bad in law. In view of this the reference is answered against the workman holding that there is nothing on record to show that the retrenchment of the workman was made by the Management and it was illegal and unjustified. The workman is, therefore, not entitled to any relief. The reference is answered accordingly. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 532/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2006 को प्राप्त हुआ था।

[सं. एल-22012/391/1999-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th November, 2006

S.O. 4939.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref.No.532/2005) of the Central Government Industrial Tribunal-cum-Labour Court No-2, Chandigarh now as shown in the Annexure in Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workman which was received by the Central Government on 23-11-2006.

[No. L-22012/391/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR-II, CHANDIGARH****Presiding Officer : SHRI KULDIP SINGH****CASE NO. I. D. NO. 532/2005**

Registered on 22-8-2005**Date of Decision 3-11-2006.**

Gunjan Singh S/o Tara Singh,Petitioner
VPO Kathu Nangal, Distt. Amritsar,
(Punjab).

Versus

The District Manager, FCI,
86, Rani Ka Bagh, Amritsar,
(Punjab).Respondent

APPEARANCE

For the Workman : Col. Karam Singh AR.
For the Management : Mr. N. K. Zakhmi, Advocate.

AWARD

The workman is not present. He was not present even on the last date, therefore, it was directed that a notice under R/C be sent for the service of the workman and the same was sent under Postal Receipt No.1965 dated 21st August, 2006. More than two months have passed but neither the R/C carrying the notice has been received back nor the workman has appeared today. This raises the presumption that the workman had received the notice of the Tribunal but he has intentionally not chosen to appear in the case. It is for this reason the case is being disposed off in the absence of the workman. Management is present through Counsel.

The Govt. of India *vide* their order No.L-22012/391/99-IR(C-II) dated 10th/29th Feb., 2000 has desired to know whether the action of the Management of District Manager, FCI Amritsar in terminating the services of Shri Gunjan Singh S/o Tara Singh w.e.f. 1st Jan., 1997 without paying him any retrenchment compensation is legal and justified? If not, to what relief the workman is entitled to?

The workman filed his Claim Petition thereby he claimed that he had joined service with the management in the year 1982 and served them upto 1st Jan., 1997 getting the salary of Rs.1890/- but the Management had terminated his services without following the provisions of Section 25-F of the Industrial Dispute Act. They also retained his juniors in the service and also violated the provisions of Section 25-G, H and N. The management filed reply and denied the claim of the workman. They denied that the workman was ever engaged by them; and that during the period in question, the work of the management was carried on by three members committee and the workman was never their employee. They took other objections also to oppose the claim which were supported by the affidavit of their Joint Manager Daljit Singh. The workman also filed his affidavit but, thereafter, he stopped appearing in the case and that is why a notice under R/C was sent to him.

On record there are only pleadings of the parties, by which they have made opposing claims. There is no evidence produced by the parties and the workman therefore, has failed to show that the Management had

violated the provisions of Industrial Disputes Act, 1947 while terminating the services of the workman, therefore, the termination of the workman was bad in law. In view of this the reference is answered against the workman holding that there is nothing on record to show that the retrenchment of the workman was made by the Management and it was illegal and unjustified. The workman is, therefore, not entitled to any relief. The reference is answered accordingly. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4940.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1039/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2006 को प्राप्त हुआ था।

[सं. एल-22012/77/2001-आई.आर.(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th November, 2006

S.O. 4940.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1039/2005 of the Central Government Industrial Tribunal/Labour Court No-2 Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workman which was received by the Central Government on 23-11-2006.

[No.L-22012/77/2001-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-IL, CHANDIGARH**

Presiding Officer : SHRI KULDIP SINGH

CASE NO. I.D.NO.1039/2K5**Registered on 19-9-2005****Date of Decision 3-11-2006.**

Balwinder Singh C/o General Secy.

Trade Union Council, Patiala.Petitioner

Versus

The Asstt. Manager (D) FCI,
Dharamkot.Respondent

APPEARANCE

For the Workman: Shri Tejinder Singh and Sarabjeet Singh AR.
 For the Management: Mr. N. K. Zakhmi, Advocate.

AWARD

The workman continues to be absent. On observing that the workman has not appeared in this Tribunal for a number of dates it was directed that a notice under R/C be issued to the workman. The notice was prepared and was to be dispatched when his representative, Sarabjeet Singh appeared and took the notice against his signatures but again the workman is not present today. He has also not produced any evidence. In the reference the workman has given his address C/o General Secretary, Trade Union Council, Patiala and Mr. Sarabjeet Singh being the office bearer of the said Council had accepted the notice as noted earlier. This is sufficient compliance of the requirement of serving the workman and the workman has still has not appeared. On record I find the pleadings of the parties and also the statement of the workman. The Management has however, yet to give the evidence.

The workman in his statement admitted that he was initially recruited by the Contractor. It was he who paid him the wages but later on the wages were paid by the FCI. He further admitted that he was not getting the increment as regular employee; and that he has not made the contractor as party in case. He admitted that he does not possess any proof to show that he was engaged by the FCI, however, the FCI used to deduct his PF, but he does not have proof thereof. He further stated that the post was not notified in the newspaper nor he was engaged through Employment Exchange, but he was engaged after the examination made by the concerned FCI Manager.

From his own statement it is clear that the workman was not an employee of the Management. Thus there could not be any question of disengagement of the workman by the Management. It cannot be said that it was the Management which had engaged the workman and terminated his services on 6th December, 1999, therefore, their action was illegal and unjustified. For want of evidence the reference is answered against the workman holding that he is not entitled to any relief. The reference made by the Govt. of India vide their No.L-22012/77/2001-IR(C-II) dated 24th Jan., 2001 is answered accordingly. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer.

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4941.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. ए.आर. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 868/2k5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2006 को प्राप्त हुआ था।

[सं. एल-42012/54/2002-आई.आर.(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th November, 2006

S.O. 4941.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 868/2k5) of the Central Government Industrial Tribunal/Labour Court No.-2 Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Agricultural Research Institute and their workman which was received by the Central Government on 23-11-2006.

[No.L-42012/54/2002-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
 TRIBUNAL-CUM-LABOUR COURT II, CHANDIGARH**

Presiding Officer: SHRI KULDIP SINGH

CASE NO. I. D. No. 868/2K5

Registered on 9-9-2005

Date of Decision 20-10-2006.

Lal Singh S/o Shri Mangal,
 C/o Shri Jang Bahadur, General Secy.
 Agricultural Engg. Mazdoor Union,
 BMS, Arjun Gate, Karnal.

....Petitioner

Versus

The Head Indian Agriculture,
 Research Institute, Karnal.

....Respondent

APPEARANCE

For the Workman: NEMO
 For the Management: Shri. D.R. Sharma Advocate.

AWARD

The workman is not present. He was issued notice under R/C vide Postal Receipt No.2261 dated 1st Sep., 2006. Even after the expiry of statutory period neither the R/C carrying the notice has been received back nor the workman is present. It shows that the workman has received the R/C, but he has chosen not to appear and prosecute his case. Management is present through Counsel. In these circumstances, the reference is being answered in the absence of the workman.

Vide their order No.L-42012/54/2002-(IR(C-II)) dated 21st August, 2002 the Govt. of India desired this Tribunal

to adjudicate upon whether the action of the Management of Indian Agriculture Research Institute, Karnal in terminating the service of Shri Lal Singh S/o Mangal Singh w.e.f. 16th May, 1996 was legal and justified and if not to what relief the workman is entitled to. The record of the file speaks that the workman never appeared in this case in person or through representative. He has not filed the Claim Petition whereas Management has submitted their case in the shape of reply to the claim and also supported the same with the affidavit of their witness. On record I do not find any evidence nor even the facts stating the case of the workman. Thus there is nothing on record to show that the action of the Management in terminating the services of workman Lal Singh w.e.f. 16th May, 1996 was illegal and unjustified. Therefore, the 'workman is not entitled to any relief. The reference is answered accordingly. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer.

नई दिल्ली, 24 नवम्बर, 2006

का.आ. 4942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 534/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-11-2006 को प्राप्त हुआ था।

[सं. एल-22012/389/1999-आई.आर.(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 24th November, 2006

S.O. 4942.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 534/2005) of the Central Government Industrial Tribunal-cum-Labour Court No.-2 Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workmen, which was received by the Central Government on 23-11-2006.

[No. L-22012/389/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE NO. I. D. No. 534/2005

Registered on 22-8-2005

Date of Decision 3-11-2006.

Gulzar Singh,
S/o Shri Madho Singh,
Village Rora, PO Majitha,
Amritsar (Punjab)

....Petitioner

Versus

The District Manager,
FCI, 86, Rani Ka Bagh,
Amritsar (Punjab)

....Respondent

APPEARANCE

For the Workman : Col. Karam Singh
AR.

For the Management : Mr. N. K. Zakhmi,
Advocate.

AWARD

The workman is not present. He was not present even on the last date, therefore, it was directed that a notice under R/C be sent for the service of the workman and the same was sent under Postal Receipt No. 1963 dated 21st August, 2006. More than two months have passed but neither the R/C carrying the notice has been received back nor the workman has appeared today. This raises the presumption that the workman had received the notice of the Tribunal but he has intentionally not chosen to appear in the case. It is for this reason the case is being disposed off in the absence of the workman. Management is present through Counsel.

The Govt. of India vide their order No. L.-22012/389/99-IR (CM-II) dated 10th/29th Feb., 2000 has desired to know whether the action of the Management of District Manager, FCI Amritsar in terminating the services of Shri Gulzar Singh S/o Midha Singh w.e.f. 1st January., 1997 without paying him any retrenchment compensation is legal and justified? If not, to what relief the workman is entitled to?

The workman filed his Claim Petition whereby he claimed that he had joined service with the management in the year 1982 and served them upto 1st Jan., 1997 getting the salary of Rs. 1890/- but the Management had terminated his services without following the provisions of Section 25-F of the Industrial Dispute Act. They also retained his juniors in the service and also violated the provisions of Section 25-G, H and N. The management filed reply and denied the claim of the workman. They denied that the workman was ever engaged by them; and that during the period in question, the work of the management was carried on by three members committee and the workman was never their employee. They took other objections also to oppose the claim which are supported, by the affidavit of their Joint Manager Daljit Singh. The workman also filed his affidavit but, thereafter, he stopped appearing in the case and that is why a notice under R/C was sent to him.

On record there are only pleadings of the parties, by which they have made opposing claims. There is no evidence produced by the parties and the workman therefore, has failed to show that the Management had violated the provisions of Industrial Dispute Act, 1947 while terminating the services of the workman, therefore, the termination of the workman was bad in law. In view of this the reference is answered against the workman holding that there is nothing on record to show that the retrenchment of the workman was made by the Management and it was illegal and unjustified. The workman is, therefore, not entitled to any relief. The reference is answered accordingly. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2006

का.आ. 4943.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कैलोजिकल सर्वे ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 11/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2006 को प्राप्त हुआ था।

[सं. एल-42012/12/2000-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th November, 2006

S.O. 4943.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.11/2001) of the Central Government Industrial Dispute between the employers in relation to the management Industrial Tribunal, Kanpur as shown in the Annexure in of Archaeological Survey of India and their workmen which was received by the Central Government on 27-11-2006.

[No.L-42012/12/2000-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFOARE SRI SURESH CHANDRA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT SARVODAYA NAGAR, KANPUR, U.P.

INDUSTRIAL DISPUTE NO. 11 OF 2001

In the matter of Dispute between :

Sh. Rajesh Kumar,
S/o Sh. Rustam Singh,
Nagla Singh Mai Nainsukh,
District Firozabad.

AND

The Superintending Archaeological Department,
Archaeological Survey of India,
Beligarad Kategola Ganj,
Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide notification No. L-42012/12/2000-IR (C-II) dated 25-6-2001 has referred the following dispute for adjudication to this tribunal :—

Kya Prabandhan Puratatva Vidhi, Bhartiya Puratatva Sarvekshan Vibhag Lucknow Dwara Sri Rajesh Kumar Dainik Beldar Ko Dinank 8-7-1998 Se Naukari Se Nikala Jana Nyayochit Avam Nayaysangat Hai? Yadi Nahi to Karmkar Kis Amutosh Ka Adhikari Hai Tatha Kis Tithi Se?

2. It is unnecessary to give full details of the case as after exchange of pleadings between the parties workman stopped attending the proceedings of the case nor he adduced any evidence in support of his claim. Although the case on his behalf was being represented through his representative who noted the various dates fixed for the evidence of the workman but inspite of that workman failed to adduce his evidence. It thus appears that the workman is not interested in prosecuting his claim before this tribunal as a result of which the tribunal is left with no other option but to hold that the workman is not entitled for any relief as claimed for want of evidence and proof.

3. Accordingly reference is answered against the workman holding that he is not entitled for any relief for want of proof.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2006

का.आ. 4944.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कैलोजिकल सर्वे ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 63/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2006 को प्राप्त हुआ था।

[सं. एल-42012/286/2001-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th November, 2006

S.O. 4944.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.63/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of

Archaeological Survey of India and their workmen which was received by the Central Government on 27-11-2006.

[No. L-42012/286/2001-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
SARVODAYA NAGAR, KANPUR, U.P.
INDUSTRIAL DISPUTE No. 63 OF 2002**

In the matter of Dispute between :

Sh. Kesh Pal Singh,
Rashtriya Sanghathan Mantri,
All India Archaeological Survey Mazdoor Union,
43/305/18, New Abadi Sikandra,
Agra, U.P.

AND

The Superintending Archaeologist
Archaeological Survey of India,
Lucknow Circle, Beliguard Cottage,
Golaganj, Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide notification No. L-42012/286/2001/IR (OM-II) dated 5-8-02 has referred the following dispute for adjudication to this tribunal :—

Whether the action of the management of Archaeological Survey of India, Lucknow circle in not extending the benefits as are admissible to group D employees to the employees conferred with temporary status is legal and justified? If not to what relief they are entitled to?

2. In the instant case after receipt of registered notices from the tribunal and after availing of repeated opportunities for filing of statement of claim, the union raising the dispute, has palpably failed to submit their statement of claim in support of their claim. Although representative for the union attended the proceedings almost on all the dates fixed for hearing before the tribunal in spite of that he did not care to prosecute the case of the Union. Resultant effect is that tribunal has no hesitation in holding that union is not interested in prosecuting their claim. The Union on this ground cannot be held entitled for any relief for want of pleadings and proof.

3. Accordingly reference is answered in negative against the union raising the present dispute.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2006

क्र.आ. 4945.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल कमिशन फार वूमेन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 99/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2006 को प्राप्त हुआ था।

[सं. एल-42012/14/2001-आई.आर. (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th November, 2006

S.O. 4945.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 99/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of National Commission for Women and their workman, which was received by the Central Government on 27-11-2006.

[No. L-42012/14/2001-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER:
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT II,**

NEW DELHI

PRESIDING OFFICER : SHRIR. N. RAI

INDUSTRIAL DISPUTE No. 99/2001

In the matter of :—

Shri Sharif Ahmed,
S/o Shri Shafiq Ahmed,
R/o. C-102, Okhla Vihar,
Jamia Nagar,
New Delhi.

Versus

The Secretary,
National Commission for Women,
4, Deen Dayal Upadhyay Marg,
New Delhi-110002.

AWARD

The Ministry of Labour by its letter No. L-42012/14/2001-IR (CM-II) Central Government Dt. 19-12-2001 has referred the following points for adjudication. The points runs as hereunder :—

“Whether the action of the Secretary, National Commission for Women, 4, Deen Dayal Upadhyay Marg, New Delhi-110002 in terminating the services of Shri Sharif Ahmed, Driver, S/o Shri Shafiq Ahmed, R/o C-102, Okhla Vihar, Jamia Nagar, New Delhi from services w.e.f. 11-05-2000 is legal and justified? If not, to what relief he is entitled to.”

The workman applicant has filed claim statement. In his claim statement he has stated that he had been employed with the National Commission for Women as Car Driver since 23-04-1998 and has been performing his duties since then. However, by way of manipulation his services are shown in the office records as from 01-05-1998.

That the workman was appointed as Driver on the basis of an interview and on road test in car driving. The workman was interviewed and finally selected for the post of Driver against the local advertisement given by the management for filling up the vacancies of Drivers.

That throughout his tenure of services he had been working and performing his duties faithfully and efficiently to the entire satisfaction of all concerned in the management. During the period of his employment there was no complaint against him at all. However, his services were terminated illegally and unjustifiably w.e.f. 10-05-2000, yet he was still allowed to work for few more days.

That the workman was initially appointed on a permanent as well as sanctioned post and continued to work on it. Yet, by adopting unfair labour practice the management showed him as being appointed on daily wage basis, which is an eye wash and a camouflage.

That the workman continuously requested the management to regularize his services as he had completed much more than 240 days in a year and was appointed on a sanctioned post.

That it is pertinent to mention that the assessed requirement of the Drivers in the management is 7 whereas 5 posts were already sanctioned.

That instead of considering the case of the workman the management warned him that in case he continues insisting for regularization, his services would be terminated.

That since 10-05-2000 onwards the management has been insisting thereafter and have been pressurizing the workman to sign the attendance register in different name and only then he would be allowed to continue as Driver.

That the workman refused to sign his name other than Sharif Ahmed and still insisted to regularize his services. Instead of regularizing his services the management got infuriated and terminated his services vide office order dated 11-05-2000 on the ground of co-terminus with the tenure of Dr. Syeda S. Hameed, Member.

That the workman was never appointed on the co-terminus basis and had hardly worked with Dr. Syeda S. Hameed. It is pertinent to mention that the workman was appointed much after the appointment of Dr. Syeda S. Hameed, Member and his services were terminated before her tenure came to an end. It is further submitted that the workman was mainly employed to do the work as per direction of the office on day to day basis and was mostly attached to J.S. (NCW) and not to Dr. Syeda S. Hameed, Member.

That the management after terminating the services of the workman w.e.f. 10-05-2000 quite arbitrarily again retained him for 3 to 4 days on contract/daily wages basis vide office order dated 12-05-2000.

That the services of the workman was terminated illegally and unjustifiably w.e.f. 10-05-2000 without any rhyme and reason. It is pertinent to mention that the officials of the management were interested in appointing their own candidates for their personal gains.

That the Service Record has been good throughout which is evident from the "letter of appreciation" given by the former Chairperson, NCW, Smt. Mohini Giri.

That the workman has been serving the management as Driver not only to pick up and drop the officers of NCW in the capacity of Car Driver but was also asked to officials of NCW to the place of entertainment, market, shopping center which was an extra official duty. The workman was also directed time and again to take the cars to the workshop for repairing and maintenance and accordingly he has been performing his duties of the management and not of a single officer or a member.

That the workman was made to work and even perform double duties besides normal duties and accordingly he performed the double duties in each and every month without any protest.

That the workman worked whole heartedly in the celebration of "International Woman Day" dated 08-03-1999 at the Vigyan Bhawan, New Delhi. This also shows that he was not appointed on a co-terminus basis at all.

That the management cannot be allowed to blow hot and cold simultaneously. Either the workman can be employed on a co-terminus basis or on the daily wages basis. Whereas, the workman was neither appointed on co-terminus basis nor employed on daily wages. He was working on a sanctioned post and the post, which is perennial and perpetual.

That the sanctioned strength of NCW employees/officials is 44 and assessed strength of NCW is 71, out of which the sanctioned strength of Driver is 5 out of the assessed strength is 7. It is pertinent to mention that at the time of the termination of services of workman the working strength of Driver in NCW was 5 including the workman. Out of which, the services of only one Driver was regularized, ignoring the claim of the workman.

That since the termination of the services of the workman he has been running pillar to post and requesting for justice but was always given false assurance.

That the services of the workman were always found and assessed as efficient and faithful. The integrity in discharging his duties was always found satisfactory. The services rendered throughout unblemished. The workman was thus experienced and honest worker, being in good health and sound physique.

That inspite of repeated requests the workman was not allowed to continue in service by the management and the said termination has not been withdrawn till date.

That the proper demands were made to the management but all in vain. Therefore, it is presumed the demand of the workman has been rejected.

That since the beginning the officials of the management have been adopting unfair labour practices and deprived the workman of his legal rights for no rhyme and reason. It is pertinent to mention that the management has been illegally terminating the services of many employees without any rhyme and reason and have been indulging in unnecessary litigations to harass the workman.

That no prior notice or pay in lieu thereof was given nor any retention compensation paid to the workman while terminating his services.

That his wages and overtime wage have been illegally withheld by the management for which they are liable to pay ten times the amount due for illegally and unauthorisedly holding the wages and other dues.

That the workman orally approached and even served a demand notice to the management, which the management even after receiving has not taken the workman back on his duty.

That having no alternative left the matter was placed before ALC with request to start conciliation proceedings, which consequently failed owing to adamant and non-cooperative attitude of the management. Hence the matter was referred.

That such termination amounts to an illegal, capricious and unjustified. It is pertinent to mention that the juniors and fresh hands in place of the workman continued with the management.

That the termination even otherwise is the height of malafide, unfair practice and victimization and also illegal and unjustified. The workman is entitled to reinstatement into his services with full back wages, continuity of service and all other consequential benefits.

That the workman is in great hardship but to his illegal termination of his services and forced unemployment inspite of his best efforts.

The respondent/management has filed written statement. In the written statement it has been stated the definition of appropriate Government is enshrined in Section 2 of ID Act, 1947 does not cover National Commission for Women. Appropriate Government as per Section 2 is either a Central Government agency or an authority under the Central Government. The National Commission for Women has been enacted by an Act of the Parliament. Although it is an autonomous statutory body but has no power to make recruitment rules and it is working under the direction of Ministry of HRD, Deptt. of

Women and Child Development. Thus, this Hon'ble Tribunal has no jurisdiction to try the present case as NCW does not fall with the meaning of Appropriate Government by Section 2 of the ID Act, 1947.

That the above noted claim petition is not maintainable in this Hon'ble Tribunal in view of the legal submission made in para 1 supra. In Civil Procedure Code under Section 9(a) as contemplated and inserted by the amendment of Maharashtra State is that a preliminary issue pertaining to the jurisdiction of a court or tribunal is to be decided first hence, before going into trial it is very necessary that the jurisdictional issue be decided in view of legal submission made in para 1.

It is standard practice in different Central Government offices to engage outsiders on the choice of the concerned Officer/Ministers on co-terminus basis in the personal staff of various Ministries on co-terminus basis. The services of such co-terminus appointees comes to an end on demitting of office by the concerned Minister/Officers precedents are enclosed as Annexure.

That it is right that National Commission for Women is an autonomous statutory body but is working under the directions of Ministry of HRD and is following the rules, regulations and procedures laid down by Central Government. Hence, the appointment made on co-terminus basis comes to an end on demitting of office by the concerned officers.

That the appointment of the petitioner herein was on co-terminus basis and was a contractual appointment. The employment of the petitioner came to an end according to the terms and conditions of the contract. Thus, it is a discharge simpliciter hence does not invoke and disputes.

It is submitted that the petitioner was engaged on co-terminus basis with Dr. Sayeeda S. Hameed, Former Member, National Commission for Women w.e.f. 22-04-1998. It is denied that any manipulation of service record has been done. Copy of the appointment on co-terminus basis is placed at Annexure-A.

There were a number of complaints against the petitioner. Even the officer with whom he was engaged was not satisfied with the services of the petitioner and preferred to use the taxi. Further, Jt. Secretary of the Commission also complained that the petitioner was disobeying her order and wanted the Commission to take action against the petitioner. Further more Dy. Secretary of the Commission also requested the Administration to take action against the petitioner for indecent behaviour. Accordingly the petitioner was warned and admonished by the Administration.

It is submitted that the workman was engaged only on co-terminus basis. It has been categorically stated in the order engaging his services itself that his tenure in the Commission would be co-terminus with that of the Member

(S. S. Hameed). The Commission has not been empowered by the Central Government to regularize the services of its employees. It can appoint/engage staff only on deputation/daily wages/co-terminus basis.

It is clear from the order itself that the services of the petitioners were on co-terminus basis with the tenure of the officer concerned i.e. Dr. S.S. Hameed, Former Member, NCW.

It is further submitted that the services of the petitioner was discontinued w.e.f. 11-05-2000. Therefore, there was no point of his coming to office after the discontinuation of his services.

That all officers/staffs of NCW worked as a part of their duties in the celebration "International Women's Day" at Vigyan Bhawan, New Delhi. For extra work the honorarium has been paid to the employees of the Commission including Shri Sharif Ahmed, Former Staff Member.

It is submitted that after attending several hearings the Labour Court decided that arguments of both the parties were heard on the merits of the case and conciliation proceedings were declared as ended in failure.

That he was engaged on co-terminus basis and on completion of the tenure of the Member for whom his services was engaged, automatically his services came to an end.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was engaged by the respondent w.e.f. 23-04-1998 and served the management till 09-05-2000. His services were terminated illegally, unjustifiably and arbitrarily on 10-05-2000. He worked for 3 or 4 days even thereafter.

He insisted for his regularization. The management was annoyed. He was asked to sign the register in different names. He refused to do so. He was not appointed on co-terminus basis with the tenure of Dr. Syeda S. Hameed, Member. He was mostly attached with the Joint Secretary. The management was interested in appointing some other candidate for their personal gains. So his services were terminated illegally. The workman discharged miscellaneous duties and he was made to work beyond his duty periods. The termination is illegal, capricious and unjustified. He is entitled to be reinstated with full back wages.

It was submitted from the side of the management that this Tribunal lacks jurisdiction. The National Commission for Women has been enacted by an Act of Parliament. It is an autonomous statutory body. It has no power to make recruitment rules and it is working under the direction of Ministry of HRD.

The management is an instrumentality of the Central Government. It is run under the authority of the Central Government. So the Central Government is the appropriate Government. The National Commission for Women is also an Industry as systematic activities are done.

It was submitted from the side of the workman that the judgment of the Constitution Bench (1978) 3 SCR 207 still holds the field so far as definition of 2 J of ID is concerned. The Hon'ble Apex Court in that judgment has laid down triple tests and in the light of these tests it is to be ascertained whether the respondent/management is an Industry or not.

It has been held in Bangalore Water Supply that in an Industry there should be systematic activity and it should be organised by cooperation between the employer and the employees and it should be for production and/or distribution of goods and service calculated to satisfy human wants and wishes. It has been held that absence of profit motive or gainful objective is irrelevant. The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer and employee relations. If an organization is not carrying on trade and business, it is not beyond the purview of industrial activities.

(1978) 3 SCR - Bangalore Water Supply case is a Constitution Bench judgment. It is still holding the field in the matter of adjudication of this point.

It has been held in this case that Section 2(j) of the Industrial Disputes Act, 1947 which defines industry contains words of wide import as wide as the legislature could have possibly made them. The problem of what limitations could and should be reasonably read in interpreting the wide words used in section 2(j) is far too policy oriented to be satisfactorily settled by judicial decisions. The Parliament must step in and legislate in a manner which will leave no doubt as to its intention. The courts alone can afford a satisfactory solution to the question which has agitated and perplexed the judiciary at all levels.

In this judgment the Hon'ble Apex Court has laid down triple test to ascertain whether a particular unit or undertaking is an industry or not. It has been held in this case that where (i) systematic activity, (ii) organised by cooperation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious, but inclusive of material things or services geared to celestial bliss e.g. making on a large scale prasad or food).

(b) Absence of profit motive or gainful objective is irrelevant be the venture in the public, joint, private or other sector.

(c). The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

(d). If the organisation is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

Although Section 2(j) uses words of the widest amplitude in its two limbs, their meaning cannot be magnified to overreach itself.

The Hon'ble Apex Court has laid down further the dominant nature test. It has been held as follows :

"Where a complex of activities some of which qualify for exemption, others not involves employees on the total undertaking some of whom are not workmen as in the University of Delhi case or some departments are not productive of goods and services if isolated, even then the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur will be the true test. The whole undertaking will be industry although those who are not workmen by definition may not benefit by the status.

Notwithstanding the previous clauses, sovereign functions, strictly understood (alone), qualify for exemption not the welfare activities of economic adventures undertaken by Government or statutory bodies.

Even in departments discharging sovereign functions if there are units which are industries and they are substantially severable then they can be considered to come within section 2(j).

The respondent's unit is engaged not in a sovereign function. It has been held in the above case that even arsenal or artillery department is an industry. Industry is decided on the nature of work it is performing.

From perusal of the records it becomes quite evident that the respondent/management is engaged in systematic human activities. The respondents are not discharging duties for gains but gainful objective is irrelevant in deciding whether an undertaking is an industry or not. In case activities of the respondents are considered in the crucible of the triple tests, respondent is obviously and definitely an industry. This Tribunal has jurisdiction to decide this case.

The applicant is a workman. The respondents are Industry and the Tribunal has jurisdiction to decide this case.

It was further submitted that the workman was appointed on coterminus basis and it was a fixed term or

tenure appointment. The employment of the petitioner came to an end according to the terms and conditions of the contract. There is discharge simplicitor, hence does not invoke any dispute.

It was further submitted that there are several complaints against this workman. He was not discharging his duties satisfactorily and Dy. Secretary of the Commission requested the administrative office to take action against the petitioner for indecent behaviour.

The management has filed appointment letter of the workman. It has been mentioned in this appointment letter that the competent authority conveyed approval for engagement of Shri Sharif Ahmed as Staff Car Driver in NCW on co-terminus basis. It has been also mentioned in this appointment letter that his engagement is purely on co-terminus basis with the tenure of Member, Dr. Syeda S. Hameed, whose tenure with NCW expired on 01-06-2000. He will perform his duty with his Member, Dr. Syeda S. Hameed.

It becomes quite apparent from perusal of the appointment letter that the workman was given appointment on co-terminus basis i.e. 22-04-1998 till 01-06-2000. Such appointment come under Section 2 (oo) (bb) of the ID Act, 1947. Section 2 (oo) (bb) of the ID Act, 1947 is reproduced under :

(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb). Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation on that behalf contained therein.

The workman was given appointment w.e.f. 22-04-1998 to 01-06-2000 on co-terminus basis. His contract of employment may not be renewed further. The service of such workman is terminated automatically on the basis of stipulation in their appointment letter. Such workmen are not entitled to get any retrenchment compensation.

It has been held in Air 1999 SC 561 that employer is entitled to bring employment to an end at the conclusion of period of temporary employment. Such termination is termination simplicitor and the retrenchment compensation is not required to be paid even when he has worked for more than 240 days. Appointment of the workman was for a specific period.

It has been held in AIR 1996 SC 1001 that when the appointment is for a fixed period unless there is finding that power under Clause (bb) of Section 2 (oo) was misused or vitiated by its malafide exercise it cannot be held that the termination is illegal. The management can terminate the services of an employee who has been given fixed term appointment in case it is not a colourable exercise. No retrenchment compensation or fresh appointment can be ordered. It is settled law that where appointment is a fixed term appointment. Section 25 F of the ID Act, 1947 is not attracted.

In the instant case the appointment of the workman is co-terminus for a period starting from 23-04-1998 to 01-06-2006. The period of appointment has been specifically mentioned in the appointment letter. So termination of his service is covered by Section 2 (oo) (bb). Termination is valid as it is termination simpliciter on the expiry of tenure appointment. No interference is required.

The reference is replied thus:

The action of the Secretary, National Commission for Women, 4 Deen Dayal Upadhyay Marg, New Delhi - 110 002 in terminating the services of Shri Sharif Ahmed, Driver, S/o. Shri Shafiq Ahmed, R/o. C-102, Okhla Vihar, Jamia Nagar, New Delhi from services w.e.f. 11-05-2000 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 20-11-2006. R.N. RAI, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2006

का.आ. 4946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 271/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2006 को प्राप्त हुआ था।

[सं. एल-12012/19/2001-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2006

S.O. 4946.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 271/2001) of the Central Government Industrial Tribunal/Labour Court, -I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 28-11-2006.

[No.L-12012/19/2001-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT-I, CHANDIGARH

Case No. I.D. 271/2001

The General Secretary,
State Bank of India Staff Association,
H. No. 73, Sector-15A,
Chandigarh

.....Applicant

Versus

The Assistant General Manager,
State Bank of India,
Region-II, Zonal Office,
Sector-8, Chandigarh-160017

.....Respondent

Appearances

For the workman : Sh. Raj Kaushik

For the management : Sh. V.K. Sharma

AWARD

Passed on 1-11-2006

Central Government vide notification No. L-12012/19/2001/IR (B-I) dated 9th August, 2002 has referred the following dispute to this tribunal for adjudication :

"Whether the action of the management of State Bank of India in terminating the services of Sh. P.K. Kansaria Clerk/Cashier w.e.f. 6-12-1996 by treating him as voluntarily retired as per Clause 16 of Bipartite Settlement is justified? If not, to what relief the workman is entitled."

2. Workman not present. Advocate Shri Raj Kaushik submitted that he has no instructions now except that workman will come today. Shri V.K. Sharma Manager Law of State Bank of India submitted that workman has some where better gainfully employed and may not be interested in prosecution of this reference as the workman did not come up to 3.30 PM after lunch even today, the present reference may be returned to Central Government for the above reason.

3. In view of the above submission of both the parties and that workman is not appearing for his evidence despite personal efforts made by Shri Raj Kaushik his advocate who informed him to come for his evidence and he did not come for his evidence may be gainfully employed some where as submitted by the learned representative of the bank, the present reference is returned to the Central Govt. for want of prosecution. Central Government be informed. File be consigned to record.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2006

का.आ. 4947.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनिन बैंक

ऑफ इण्डिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 95/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2006 को प्राप्त हुआ था।

[सं. एल-12011/37/2003-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2006

S.O. 4947.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2003) of the Central Government Industrial Tribunal/Labour Court, No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 29-11-2006.

[No. L-12011/37/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, NEW DELHI

Shri R. N. RAI : Presiding Officer

I.D. No. 95/2003

In the matter of:

Shri Jaiveer Singh Negi,
C/o. The President,
Bhartiya Mazdoor Sangh,
32, Chakrata Road,
Dehradun.

Versus

The Regional Manager,
Union Bank of India,
Zonal Office: Opp. Begun Bridge Road,
Opp. Government Inter College,
Meerut (UP) - 250001.

AWARD

The Ministry of Labour by its letter No. L-12011/37/2003-(IR (B-II)) Central Government Dt. 13-06-2003 has referred the following point for adjudication. The point runs as hereunder:

"Whether the action of the management of Union Bank of India, Meerut in not giving compassionate appointment to Shri Jaiveer Singh Negi vide Smt. Sushila Devi's application dated 22-9-2000 is legal and justified? If not, to what relief is the concerned workman entitled to?"

Bhartiya Mazdoor Singh, Dehradun has filed claim statement on behalf of Shri Jaiveer Singh Negi. It has been stated in the claim statement that the union is registered

since 11-03-1965. Its name appears at Sl. No. 2826 in the register of Registered Trade Unions. This Industrial Dispute has been raised under Section 36 (b) of the I.D. Act, 1947.

It is said that Late Shri Hukam Singh Negi was engaged as Armed Guard on permanent basis and he was posted in the Union Bank Branch, Khurja, District Bulandsahar. That Shri Hukam Singh Negi died on 9-2-2000 by falling from roof.

That the nominee of Late Shri Hukam Singh is his wife Smt. Sushila Devi. That she has named her son Shri Jaiveer Singh Negi for compassionate appointment by her application dated 22nd September, 2000. That Smt. Sushila Devi and her son Jaiveer Singh Negi requested several times to the concerned authorities for compassionate appointment to Shri Jaiveer Singh Negi but the competent authority refused to give compassionate appointment. That Smt. Sushila Devi, w/o. Late Shri Hukam Singh Negi is a household lady. She has 3 sons and one daughter. The daughter is unmarried. All depend on her. She has no other source of income.

That Late Shri Hukam Singh Negi was Ex. Military Personnel. So he did not opt for pension in the Bank. That it is in the interest of justice that nominee of Smt. Sushila Devi should be given compassionate appointment. The respondent/management has filed written statement. In the written statement it has been stated that the above reference is illegal, unjustified, without jurisdiction and as such not maintainable in law and/or on facts of the case for the following reasons and therefore the said reference is liable to be dismissed at the threshold itself.

That the alleged demand raised by the claimant is not an industrial dispute as defined under Section 2 (k) read with the IVth Schedule of the ID Act, 1947 (hereinafter referred to as ID Act).

It is settled law that when there is no employer-employee relationship there can be no industrial dispute within the meaning and definition of Section 2 (k) of the said Act.

Moreover since Shri Negi is not a workman under Section 2 (s) of the said Act, he will not be entitled to become a member of a Trade Union registered under the Trade Union Act, 1926 and as such the Trade Union cannot espouse his cause by raising any dispute on behalf of a non-workman.

That since the demand raised on behalf of Shri Negi who himself is a non-workman is not an industrial dispute under the said Act and as there is no employer-employee relationship between Shri Negi and the Bank. Thus the Hon'ble Tribunal would not have any jurisdiction to hear and decide the above numbered reference and as such the said reference is illegal, without jurisdiction, not maintainable and deserves to be rejected.

That the above numbered reference has been referred to this Hon'ble Tribunal pursuant to an illegal demand

raised by Bhartiya Mazdoor Sangh, 32, Chakrata Road, Dehradun, Uttranchal on behalf of one Shri Jaiveer Singh Negi for appointment in the respondent bank, in place of his father late Sri Hukam Singh Negi. Admittedly Shri Jaiveer Singh Negi is not a workman as he is not in the employment of the respondent and there exist no master-servant relationship between the respondent and the said Shri Jaiveer Singh Negi. It is well settled law that Trade Union cannot espouse the dispute for a non-workman in absence of master-servant relationship.

That the claimant has not shown whether the Bhartiya Mazdoor Sangh is a registered Trade Union under the provisions of Trade Unions Act, 1926 and whether it is, under the terms of its registration or otherwise, entitled to organize/espouse industrial disputes on behalf of the workman employed in the respondent. The claimant ought to have produced a copy of a Form A of its application made by it to the Registrar of Trade Union to show that it is entitled to organize and espouse industrial disputes on behalf of the workman employed in the respondent.

That the claimant ought to have produced a copy of its Constitution showing the number of its office bearers it is entitled to elect for managing its affairs and whether 50% of the said office bearers are the workmen employed in the respondent as required under Section 22 of the Trade Unions Act, 1926.

That the person filing the statement of claim before this Hon'ble Tribunal has not even identified himself except for having referred himself to be the President of the Bhartiya Mazdoor Sangh. The signatory to the statement of Claim ought to have established before this Hon'ble Tribunal that he is duly authorized to file the statement of claim under the Constitution and/or the Bye Laws of the Claimant Sangh.

That the claimant has also not produced any documents to show whether Shri Jaiveer Singh Negi is its member and whether he has submitted any application form for the membership of the said claimant Sangh or whether he has paid his membership dues at the time of the raising of the said demand. The claimant ought to have shown/established that Shri Jaiveer Singh Negi is entitled in law to be a member of the Claimant Sangh even though he is not in the employment of the respondent especially when membership of a registered Trade Union is open only to those who satisfy the definition of workman under Section 2 (s) of the said Act.

That the claimant ought to have produced a copy of the extract of the minutes book and the minutes book in original to show whether any decision/resolution has been passed in the General Body Meeting/Managing Committee Meeting to raise the said demand and whether the person signing the statement of claim and claiming to be the President of the Claimant Sangh has been authorized/empowered to raise the said demand on behalf of Shri Jaiveer Singh Negi.

That the Sangh has not produced any document till date to show that the person who has signed the

statement of claim and claiming to be the President of the Bhartiya Mazdoor Sangh is an elected office bearer of the said Sangh.

That the appropriate Government ought to have satisfied itself on the aforesaid issues before passing the order of reference directing a reference before this Hon'ble Tribunal.

That the above preliminary objections go to the root of the matter affecting the very maintainability and the jurisdiction of this Hon'ble Tribunal to entertain, try and decide the above numbered reference, it is humbly submitted that this Hon'ble Tribunal may be pleased to frame preliminary issues and after permitting the parties to lead evidence and after hearing them on the said preliminary issues, it may be pleased to dismiss the above numbered reference as without jurisdiction and not maintainable.

That the respondent had a scheme for grant of appointment on compassionate grounds to the dependent of the deceased employees of the respondent. The said scheme is a non-statutory scheme and is based on the observations of the Hon'ble Supreme Court of India in the matter of Umesh Nagpal Vs. State of Haryana reported in 1994 IICLR at page 4. In this matter the Hon'ble Supreme Court had observed that as a rule appointment in the public services should be made strictly on the basis of open invitation of application and merits no other mode of appointment or other consideration is permissible. Neither the Government nor the public authorities are at liberty to follow any other procedure or relax the qualification laid down by the rules for the post. However, there are some exceptions carved out in the interest of justice and to meet certain contingencies. One such exception is in favour of the dependents of an employee dying in harness and leaving his family in penury and without any means of livelihood. In such cases out of pure humanitarian grounds taking into consideration the fact that unless some source of livelihood is provided the family would not be able to make both ends meet provision is made in the rules to provide gainful employment to one of the dependents of the deceased who may be eligible for such employment.

That in accordance to the above observation, the Board of Directors had formulated a non-statutory scheme for grant of appointment on compassionate grounds to the dependant of the deceased employee. This non-statutory scheme was circulated in terms of Staff Circular No.4341 dated 19-2-1997.

That compassionate appointment is offered by the bank only in cases where the bank is satisfied that the financial condition of family is such that but for the compassionate appointment the family would not be able to meet the grave crisis arising out of the death of the sole bread earner.

That the management should consider the case of the applicant i.e. legal heirs of the deceased employee, as to whether on the death of the employee the family is in penury and without any means of livelihood.

That the grant of compassionate appointment is not automatic on the death of the employee and cannot be claimed as a matter of right.

The claim to appointment on compassionate ground is not a vested right.

That one Shri Hukam Singh was working as Armed Guard with the respondent and he died on 1-9-2000. That thereafter his wife Smt. Sushila Devi submitted an application seeking appointment of her son Shri Jaiveer Singh Negi on compassionate ground.

That one of his sons is also employed in the Army. Thus after considering these facts and on merits of the case the competent authority i.e. General Manager (HRM) declined the application for appointment on compassionate grounds to the son of the deceased employee according to the above mentioned scheme.

That the so called Bhartiya Mazdoor Sangh is not an operating Union in the Banking Industry in Uttar Pradesh and the claimant is put to strict proof of its claim in this regard. It is not admitted that UP Bank Workers' Association is registered Trade Union operating in the Banking Industry in Uttar Pradesh. It is also submitted that the respondent does not recognize the said so-called UP Bank Workers' Association and/or the Bhartiya Mazdoor Sangh. It is also pertinent to note that Shri Jaiveer Singh Negi is not a member of the said Association and/or the Sangh or any other Union operating in the Bank. Thus the statement of claim submitted by the claimant is liable to be rejected and the reference is to be answered in favour of the respondent. That the respondent submits and denies that the said Association and/or Sangh is a registered Union as claimed, and the claimant is put to strict proof of this claim made by it.

That the respondent, however, would like to place on record that the death of Shri Hukam Singh is not attributable to his employment in the respondent Bank.

That the claimant has not specified as to for what purpose the wife of Late Shri Hukam Singh Negi was his nominee. It is clarified that since the scheme for compassionate appointment is non-statutory scheme there cannot be a nomination for claim for appointment in the Bank. It is submitted that compassionate appointment is not a vested right of the dependant of an employee of the respondent.

That the respondent did receive the application and considered the application for appointment in accordance with the Bank's scheme for appointment on compassionate grounds and after considering the total facts declined the application in accordance with the scheme. There is no fault in disposal of the application and thus this Hon'ble Tribunal has got no power to grant appointment to the person who does not come within the scheme framed by the management.

That the family of the deceased received various terminal benefits at the time of the death of the employee.

Besides the family is also getting pension from the Indian Army and one of the sons of the deceased employee is also working as an Soldier in the Indian Army as per their own admission and as such the family is not in penury or in financial crisis.

That Late Shri Hukam Singh opted to receive the benefit of Contributory Provident Fund, when an option to switch over to Pension Scheme in lieu of Contributory Provident Fund was announced in the year 1994/95. In case averments made in para 8 of the statement of claim are not relevant since the family of late Shri Hukam Singh were paid the terminal benefits as per entitlement.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

The proceedings of this case have been conducted in Camp Court at Dehradun on 14-10-2006. The management was not present. No argument has been advanced by the management. The workman was heard.

It was submitted from the side of the workman that Smt. Sushila Devi, mother of the workman has named him for compassionate appointment. He is Graduate. He is not engaged anywhere else. Late Shri Hukam Singh Negi has left three sons and one daughter behind him. Daughter is unmarried. Her younger brother is out of employment. So it is difficult for him to earn livelihood for the entire family. His elder brother is employed in Military but he lives with his wife and children and he makes no contributions towards the household expenses. Now all the responsibilities are on the shoulder of Smt. Sushila Devi. Smt. Sushila Devi is drawing pension of Rs. 1860/- per month, but this amount is not sufficient to meet the expenses of the family. She has to pay for education of her younger son and younger daughter. Her sister is still to be married. On paltary sum of Rs. 1860/- the education of her younger son and younger daughter could not be accomplished. The management has not considered his case sympathetically. His family has no other source of income other than Rs. 1860.

No argument was advanced by the management. The case of the management is that Smt. Sushila Devi got all the terminal benefits of Late Shri Hukam Singh Negi which amounts to over Rs. 1,50,000/-. It has been admitted by the bank that there is Rule of compassionate appointment and in case of crisis compassionate appointment should be given. Two sons and one daughter of Late Shri Hukam Singh are unemployed. They have no other source of income.

It was further submitted that the management has not considered the pitiable condition of the family of the

claimant while rejecting the application of the claimant. It was submitted from the side of the claimant that the members of her family are in great financial crisis. Late Shri Hukam Singh died in harness. He has left a large family. She has no means of livelihood except the meager pension which she is drawing from Military Department. Such meager pension is not sufficient for maintaining the whole family. The management has not considered the case of the claimant properly.

That case of the management is that the workman is not a workman u/s 2 (s) of the ID Act, 1947. There is no espousal from proper registered union. Papers regarding the espousal have been filed. The Union is registered one and it can espouse the cause of the applicant. No espousal is required in such cases as legislature has inserted Section 2 (A) according to which the present dispute is an individual dispute. There is proper espousal. Espousal is not required in the instant case. The order of rejection of the application dated 10-02-2001 of Smt. Sushila Devi is unjust and illegal. The order of the management rejecting the application of Smt. Sushila Devi is set aside. The workman is found entitled to compassionate appointment. Provided he gives and undertaking that he would maintain the entire family by his salary.

The reference is replied thus :

The action of the management of the Union Bank of India, Meerut in not giving compassionate appointment to Shri Jaiveer Singh Negi vide Smt. Sushila Devi's application dated 22-9-2000 is neither legal nor justified. Shri Jaiveer Singh Negi is entitled to compassionate appointment in clerical cadre. The management is directed to give him compassionate appointment within two months from the publication of the award.

Award is given accordingly.

Date: 21-11-2006. R.N. RAI, Presiding Officer.

नई दिल्ली, 29 नवम्बर, 2006

क्र.आ. 4948.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 14/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2006 को प्राप्त हुआ था।

[सं. एल-22012/544/1994-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 29th November, 2006

S.O. 4948.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/1995) of the Central Government Industrial Tribunal/Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of BCCL and their workman, which was received by the Central Government on 28-11-2006.

[No. L-22012/544/1994-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : Sri Md. SARFARAZ KHAN, Presiding Officer.

REFERENCE NO. 14 OF 1995

PARTIES : The Agent, Victoria West Colliery of B.C.C.L., Barakar, Burdwan

Vrs.

The Branch Secretary, Janta Mazdoor Sangh, Damagoria Colliery, Burdwan.

REPRESENTATIVES:

For the management : Sri P. K. Das, Advocate

For the union (Workman) : Sri S.K. Singh, Branch Secretary, Janta Mazdoor Sangh

INDUSTRY: COAL STATE: WEST BENGAL.

Dated the 17-10-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012(544)/94-IR(C-II) dated 02-03-1995 has been pleased to refer the following dispute for adjudication by this tribunal.

SCHEDULE

"Whether the refusal of the management of Victoria West Colliery in not protecting wages of Shri Ram Nihare Gareri by giving Rs. 45.77 per day instead of Rs. 47.43 per day from 1-9-1987 till date is justified? If not to what relief the workman concerned is entitled to?"

2. After having received the Order No. L-22012(544)/94-IR(C-II) dated 02-03-1995 of the above mentioned reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 14 of 1995 was registered on 10-03-1995 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the scheduled date and file their written statements along with the relevant documents and a list of witnesses in support of their claims. Pursuant to the said order notices through registered post were sent to the parties concerned Shri P.K. Das, Advocate appeared for the management along with a letter of authority and filed a written statement on behalf of the management. Likewise Sri S.K. Singh, Branch Secretary of the union

appeared on behalf of the delinquent workman and filed his written statement in support of its case.

3. In brief compass the case of the union is that Sri Ram Nihare Gareri was employed as a piece rated Under Ground Loader at Victoria West Colliery and enjoying wages of piece rated work from the beginning of his service.

4. The main case of the union is that unfortunately he had met with an accident in the Mines of Victoria West Colliery on 2-3-83 during the course of his employment. He was examined by the Medical Board which opined that "The patient could only be employed on such work where he will not have to utilize his left hand for lifting weights vide Chief Medical Officer of BCCL letter No. BCCL/CMO/MB/83/138 dated 14-1-85 and accordingly on the said recommendation his services are being utilized as Night Guard w.e.f. 26-8-85 but surprisingly enough he had been regularized as peon in Grade-II with effect from 9-2-90. At present he is working as Peon.

5. The further case of the union is that from the date of conversion from piece rated job U.G.Loader to Time rated i.e. General Mazdoor Cat. I Sri Gareri had been getting piece rated wage of group VA @ Rs. 43.31 + S.P.R.A. (a type of yearly increment) @ Rs. 4.12 = @ Rs. 47.43 per day as per NCWA IV. The management had reduced his wages from Rs. 47.43 per day to Rs. 45.47 per day on and from 1-9-87. Besides this the management had fixed his wages w.e.f. 9-2-90 when Sh. Gareri was regularized as Peon in Gr. H on the basic pay of reduced wages of Time rated which was also less and as such the delinquent workman has been getting less wages from 1-9-87 to till date. It is also stated that as per practice and convention when a P/R worker is regularised in T/R or M/R his wages is to be fixed by taking the average three months last wages of P/R and not whimsically and arbitrarily and therefore the workman is entitled for pay protection on the basis of the last three months average wages prior to the regularization in T/R job or group wages + S.P.R.A. and not after regularization. On the aforesaid facts the union has sought relief for pay protection on the basis of taking three months wages of P/R prior to the regularisation i.e. 1-9-87 or protect group wages @ Rs. 43.31 + S.P.R.A. Rs. 4.12 = Rs. 47.43 per day w.e.f. 1-9-87 with a direction to the management to pay less payment of the wages from 1-9-97 to till date @ Rs. 47.43 - Rs. 45.47 = Rs. 1.96 per day together with interest at the rate of 12% per annum.

6. On the other hand the defence case of the management in short is that the concerned workman was converted as General Mazdoor Cat-I from w.e.f. 1-9-97 and his basic pay was fixed as Rs. 27.18 per day in Category -I w.e.f. 1-9-1987 which was incidentally the maximum stage of Category -I as per NCW-III. Subsequently the workman concerned was regularized as peon in T&S Gr. H w.e.f. 9-2-90. His basic was accordingly fixed at Rs. 1257/- per month w.e.f. 1-9-87 and was converted due to revision of pay structure of NCWA-IV wherein his basic pay was fixed as Rs. 45.47 per day. It is claimed by the management that

the wages of the delinquent workman was protected as per wage structure and his service was further protected by putting him in T&S Grade-H as per from General Mazdoor in Cat.-I

7. It transpires from the written statement filed on behalf of the management that there is no signature of the verifying authority on behalf of the management nor there is signature of his lawyer as well. It is totally blank. As such the same can't be legally accepted. However the management has contested the case.

8. It is the admitted fact that Sh. Ram Nihare Gareri was employed as piece rated U.G.Loader at Victoria West Colliery and enjoying wages of piece rated work from very beginning of his service.

9. It is also admitted fact that on 2-2-83 the concerned workman had met with a Mines Accident at Victoria West Colliery during the course of his duty and as per the recommendation of the Chief Medical Officer of BCCL Letter No. BCCL/CMO/MB/KNIT/83/183 dated 14-1-85, the services of the workman concerned were being utilized as Night Guard w.e.f. 26-8-85.

10. It is claimed by the union that from the date of conversion from piece rated job i.e. U.G.Loader to T/R i.e. General Mazdoor, Cat.-I Sh. Gareri had been getting piece rated wage of group VA @ Rs. 43.31 + S.P.R.A. @ Rs. 4.12 = Rs. 47.43 per day as per NCWA IV but the management had reduced his wages from 47.43 per day to Rs. 45.47 per day on and from 1-9-87 and as such the workman concerned has been getting less wages from 1-9-87 to till date. It is also claimed that as per practice and convention the workman concerned is entitled for pay protection on the basis of the last three months average wages prior to his regularization in T/R job or group wages + S.P.R.A. and not after regularization as erroneously done by the management.

11. Now it is quite clear that the workman concerned was initially a piece rated worker under the management of B.C.C.L. at Victoria West Colliery who was brought to the roll of time rated worker from 1-9-87 and his wages were reduced without giving any pay protection which he was drawing as piece rated worker under the establishment. The claim of the union is based upon the National Coal Wages Agreement Fitment Chart as on 1-1-1989 1.1 No. 2/89 filed by Annexure.I by the union.

12. Now it is the admitted practice convention and the settled principles that the pay of a worker is to be protected at the time of promotion or any other change as has not been done in the case at hand and that protection should be on the basis of last three months pay drawn by the worker. So the principles of natural and social justice together with the facts and circumstances prevailing on the record demand the relief of pay protection as claimed by the union.

13. As such I find that the action of the management in reducing the wages of the delinquent workman is not

justified and accordingly the wages of the workman concerned is to be protected on the basis of the last three months wages pay drawn by him as piece rated worker and he must be paid the difference of wages as he is entitled on the basis of the calculation with effect from the date when he was brought to the roll of time rated workman. In the result it is hereby

ORDERED

that let an "Award" be and the same is passed in favour of the workman concerned. Send the copies of the award to the Ministry of Labour, Govt. of India, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2006

का.आ. 4949.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, मुम्बई के पंचाट (संदर्भ संख्या 2/7/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2006 को प्राप्त हुआ था।

[सं. एल-12012/319/99-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2006

S.O. 4949.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/7/2000) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 29-11-2006.

[No.L-12012/319/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 2, MUMBAI

PRESENT

A. A. LAD Presiding Officer

REFERENCE NO. CGIT-27 OF 2000

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF STATE BANK OF INDIA

The Dy. General Manager,
State Bank of India,
Zonal Office, Zone I, Mumbai 400025.

AND

THEIR WORKMEN

The General Secretary,
State Bank of India Staff Union,
C/o : U.P. Naik, 68/86, Harkoovarli Building,
Pandit Bakhale Thakurdwar Road,
Mumbai 400002

APPEARANCE:

For the Employer : Mr. A.M. Pota, Mr.S.V. Alva,
Mr. P.K. Rele, Advocates

For the Workmen : Mr. Meena Doshi, Advocate

Date of reserving Award : 14th September, 2006.

Date of passing of Award : 23rd October, 2006.

AWARD

1. The Government of India, Ministry of Labour by its Order No.L-12012/319/99/IR(BI) dated 5th January, 2000 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of State Bank of India by discharging the Workman Shri Sharad D. Kadam, from the services of the Bank is justified? If not, then what relief the workman is entitled to?"

2. By filing the Statement of Claim at Exhibit 6, 2nd Party Union made out the case that, concerned Workman Shri Sharad D. Kadam worked for the 1st Party, initially as a Hamal and then as Record Keeper-cum-Cashier on probation. He got the said promotion on account of his diligence, perseverance and sincerity. On 15-11-1994 show cause notice was served on him regarding two instances dated 1-10-1994 and 2-11-1994 which occurred during his tenure as a Record Keeper-cum-Cashier, when he was serving at Churchgate Branch. The allegations of the 1st Party were that, on 1-10-1994 and 2-11-1994 the concerned Workman received Rs.9500/- and Rs.4000/- respectively from customer Ms.R.C. Mathew and Mrs. M.S. Gupta, who were having Saving Bank Account with 1st Party. The 1st Party alleged that, though said amount was received by the concerned Workman and though he issued counter foil receipt regarding receipt of the payments, to the customers, said amount was not credited in their respective accounts and as such charge of gross misconduct was levelled against the concerned workman. Charge sheet was served. Enquiry was conducted by appointing Enquiry Officer, Mr. T. M. Tikale and Shri A.P. Shinde was appointed as a Presenting Officer by the 1st Party to represent it. In that enquiry, Bank examined Shri S.N. Gupta, Joint Account Holder who was its sole witness. Whereas concerned Workman examined Shri Tate, Cash Officer, working at Churchgate Branch during relevant period and Shri Pednekar, Deputy Head Cashier of the relevant time at the Churchgate Branch. According to Union on the basis of the complaints made by Mrs. Gupta and Mathew enquiry was initiated against the concerned Workman. However,

said complaints were not on record and were not shown to the concerned Workman. Besides, concerned Workman was not familiar with the work of the Cashier. In fact amount accepted by the concerned Workman on behalf of the above 2 customers were refunded by him to the said customers and by mistake receipts were not taken back from those customers to whom the amount was repaid. Even at the time of tallying the cash, at the end of the day, there was no such excess amount which is alleged to have been taken by the concerned Workman. In fact amount was repaid by him and by mistake he failed to take the counter-foils back from the concerned customers which cannot be called as a misconduct as alleged against the concerned Workman and does not invite any enquiry as happened in his case. Besides, there is no direct witness on the point of misappropriation of the said amount by the said concerned Workman. The finding of the Enquiry Officer was perverse. Enquiry Officer has not submitted his report to the concerned Workman. The appeal made by the concerned Workman before the Appellate Authority was not considered by taking into consideration his service record which was good and unblemished till that moment. The punishment awarded of removal is harsh and disproportionate compared with the charges levelled and proved against the concerned Workman. Even charge sheet was not issued by the Disciplinary Authority as per the Bank circular. The entire process of conducting enquiry was defective and was done with prejudiced mind. So, it is submitted that, punishment awarded of removal is shockingly disproportionate and requires to be set aside observing enquiry not fair and proper and finding perverse.

3. These contentions are disputed by the 1st Party by filing exhaustive Written Statement at Exhibit 8 stating and contending that, decision taken by the 1st Party against concerned Workman Sharad Kadam is just, proper and does not require any interference. It was taken on the basis of the finding given by the Enquiry Officer who conducted enquiry against him. Sufficient evidence was before the Enquiry Officer which proved gross misconduct the charge levelled against the concerned Workman. It reveals that, concerned Workman was having malafied intention in accepting amount and not depositing the same in the account of the concerned customers, which was deposited by two customers, Rs. 9500 and Rs. 4000 respectively. The details of denomination of cash accepted by the concerned Workman in Bank record reveals amount in question was accepted by him and it came in the Bank. When Mrs. Mathew came to withdraw the amount she observed that, her account was not credited with the said amount of Rs. 9500 deposited by her on 2nd November, 1994. On scrutiny, it was found that, the relative counterfoil delivered to Mrs. Mathew shows the full signature of the concerned Workman, and the Branch Cash Receiver's Rubber stamp which confirmed the receipt of the said amount in the Bank through the hands of the concerned Workman and on scrutiny of the Cash Scroll of 2nd November, 1994 it was found that, there was an entry of Rs. 9,500/- for the said

account in denomination of 11 × Rs. 500 and 40 × Rs. 100 respectively. This entry was scored off by the receiving Cashier i.e. the concerned Workman from the Cash Receipts Scroll of P.B. Division (No.16) for the day. Regarding other account 76227, a joint Saving Bank Account of Mrs. M.S. Gupta who credited Rs. 4000 on 1-10-1994 in cash in different denominations. Said amount was also not credited to the said joint account. On scrutiny it was found that, the relative counterfoil delivered to Mrs. Gupta showed the full signature of the concerned workman and the Branch's 'Cash Received' rubber stamp which confirmed the receipt of the amount in the Bank, through the concerned Workman. On scrutiny of the Cash Scroll of 1st October, 1994, it was found that, there was an entry of Rs. 4,000/- for the said amount. This entry was scored off by the receiving cashier i.e. by the concerned Workman, from his Cash Receipts Scroll of P.B. Division (No.7) for the day.

4. All the above things reveal that, the concerned Workman acted malafiedly with the intention to misappropriate the cash tendered by those two customers to Bank and as such have committed misconduct as per the provisions of paragraph 52I(5) of the Sastry Award.

5. Enquiry was conducted by issuing charge sheet. The concerned workman fully participated in the enquiry alongwith his Defence Representative Hemant Pandit who was Assistant General Secretary of the Union. Concerned workman was allowed to examine himself. The Enquiry Officer considered the entire evidence placed before him and gave finding. Even personal hearing was given to the Defence Representative by Disciplinary Authority alongwith the concerned Workman. Appeal made by the concerned Workman was decided after giving personal hearing. All this reveals that, full and proper opportunity was given to the concerned Workman. Charges of misconduct are proved against him. Those are of serious nature related with Bank's business and reputation and as such decision taken of dismissal/removal in the said set of circumstances was just and proper and does not require any interference.

6. In view of the above pleadings my Ld. Predecessor framed the Issues at Exhibit 14 which I answer as under:

ISSUES	FINDINGS
(1) Whether the enquiry conducted against the workman was as per the principles of Natural Justice?	Yes
(2) Whether the findings of the inquiry Officer are perverse?	No
(3) Whether the action of the management of State Bank of India in discharging the workman Shri Sharad D. Kadam from the services of the Bank is legal and proper?	Yes
(4) What relief the workman is entitled to?	Does not survive

REASONS

7. My Ld. Predecessor after framing Issues passed an order to decide Issue Nos. 1 and 2 as a preliminary issue. However, by order dated 16-2-2006 the Presiding Officer who was holding charge of this file passed an order that, if Tribunal observes enquiry just and proper in that case it will proceed to decide the entire reference on merits instead of keeping the reference on file to adjudicate the point of quantum of punishment.

8. In this set of circumstances, we have to see the evidence led by both. Here 2nd Party lead evidence by examining himself, though his witness Hemant Pandit by filing his affidavit at Exhibit 26 where he reiterates all these things and in cross taken by 1st Party's Advocate where this witness states that, he attended the proceedings along with the concerned workman and signed as and when it was recorded by the Enquiry Officer. He also admits that, he signed the proceedings as and when it took place. He admits that copies of documents on which 1st Party relied were served on concerned workman. Even he admits that documents demanded by him were supplied by 1st Party. He is unable to state whether complaints of Mrs. Mathew and Mrs. Gupta were on record or otherwise. In his further cross he states that enquiry proceedings were shown to him, which bears his signature. He states that, account holder Mr. Gupta was examined as Management witness. He unable to state whether original complaints of the Complainants were on record or otherwise. He has no evidence to show that, he demanded the original complaints from the 1st Party. He admits that he was allowed to cross examine the Management witness and was also allowed to examine defence witness of the Workman. On that 2nd Party closed his evidence by filing purshis at Exhibit 31 and then turn of Management comes to examine its witness. Shri J.M. Chikhale was examined by filing his affidavit at Exhibit 33 who states that, enquiry was fair and proper and full opportunity was given to the concerned Workman. In the cross he states that he was concerned Auditor at the relevant time of the incident. He admits that Complainant Mrs. Mathew was not examined by the Management, except Gupta. No Management witness was examined in the enquiry. On that Management closed its evidence by filing purshis at Exhibit 35. Then 1st Party submitted written arguments which was replied by 2nd Party's Advocate orally. Besides 1st Party placed reliance on copies of citations published in (1) 2006 I CLR page 849, Madras High Court-S. Tamiljeselvan vs. Registrar, T.N. Central Administrative Tribunal, Chennai-(2) copy of citation published in SC 1963 page 367 [Sur Enamel and Stamping Works Ltd. vs. Their Workmen and (3) copy of citation published in 2000 (II) LLJ page 613 Board of Trustees of Bombay and anr. vs. Vijay Ratanrao and ors.]

9. As far as fairness of enquiry is concerned and perversity of enquiry is concerned no serious allegations are leveled against 1st Party by the concerned Workman. Evidence referred above, of the concerned workman's witness, reveals that, he and his representative attended

the enquiry proceedings. They thoroughly took part in it. Representative of the concerned Workman admits the every signature on the every day's proceedings of the enquiry. It is to be noted that deposition of the concerned workman is not before the Enquiry Officer.

10. Arguments advanced by the 2nd Party's Advocate was that, both Complainants were not examined before the Enquiry Officer and original complaints were not on record. As far as his allegation of non-existence of complaints is concerned, the evidence of 2nd Party's witness is not specific on that point. He is unable to state whether he demanded complaints or copies of these complaints from the 1st Party? On the contrary 1st Party's Advocate submits that, copies of the complaints are on record and these are in the proceedings also. When copies of complaints are on record then question arises, whether 2nd Party's Advocate is expecting that complaints should be proved as proved in the Criminal cases? As we know, anybody can put law in motion. Even on the information Bank can take cognizance and make enquiry of its employee in such circumstances. Here is a case of not crediting amount in the customers account though collected and receipts were given by the concerned workman to the concerned customers. It is an admitted fact that, said amount was not credited in Saving Bank account of the concerned two customer. It is also admitted fact that, amount was received by the concerned workman and counterfoils were issued by the concerned workman to those customers. All the while the stand taken by the 2nd Party is that, concerned workman was not having experience of Cashier. Whether that can be an excuse?

11. It is to be noted that, the concerned workman worked there and acquired post of the Record Keeper-cum-Cashier by getting promotion from Hamal. Concerned workman claims that he acquired that post due to his hard work, honesty and sincerity. If that was so, then/question arises why he is taking stand that, he was having no sufficient experience to handle the work of Cashier? In my considered view when any person like this Workman works on this post has no excuse to say that, he has no sufficient experience to handle such work.

12. Admittedly concerned workman worked as a Cashier and during that period when he worked as a Cashier at Churchgate two instances referred in the proceedings occurred, where he failed to deposit the amount in the account of the concerned customers. The evidence led by the 1st Party establishes that, amount of Rs.9500 deposited by Customer Mrs. R.C. Mathew and amount of Rs.4000 deposited by Mrs. Gupta were not credited in their respective Saving Bank accounts.

13. The Ld. Advocate for the 2nd Party submits vehemently try to point out that, if the amount was received by the concerned workman on those days, then there should have been extra or surplus amount in the balance sheet which was not there as the said amount was not deposited in the account of the concerned customers. She submits

that, the total cash tallies as per the record and no extra amount was noted by the 1st Party on the days of the relevant transactions which itself proves that the concerned workman refunded the amount back and simply failed to take the receipts back from the concerned customers. If we consider this argument minutely, question arises, why customer will visit bank, give amount to the Bank and will again accept it back? The customer generally comes to the Bank to deposit the amount or to withdraw the amount. Here the case made out by the Advocate for the 2nd Party is that, on the relevant dates, the concerned customers though deposited the amount were refunded by the concerned workman but failed to take back the counterfoils of such transactions. In my considered view, such things never happen as it was not expected in due course or even in extraordinary circumstances. If at all the amount was accepted and then refunded by the concerned workman to the concerned customer then naturally it was expected that, he should have taken back the counterfoils/receipts. Besides there was no hurdle in the way of 2nd Party to call those customers as a his witness. The excuses given by the 2nd Party's Advocate is that, he failed to do so and that is why charge of misconduct is leveled against him. In fact that cannot be and that is not the fact. The 1st Party's explanation on that point if we consider reveals that, on the relevant days denominations of notes of the concerned transactions were noted in the Bank record. When it is noted in the Bank record with the denominations of currency notes question arises how said amount might have been returned by the concerned workman to the concerned customer? It may be that, total cash was tallying at the end of the day and for that there are number of reasons which tallies the cash at the end of the day and one of it is that, if said amount is pocketed by the concerned workman, and not shown in the cash of the Bank, definitely said extra amount will not be in the cash of the Bank as questioned by the 2nd Party's Advocate. If amount is pocketed by the concerned workman definitely it will not come in the total cash of the that days' transactions. That means said amount might have been pocketed by the concerned workman and that possibility cannot be ruled out and that is why cash was tallying at the end of the day. Now, if we consider the story of the 2nd Party's Advocate that, he refunded the amount back to the concerned customers but the concerned workman failed to take back the counterfoils from them, when he worked as a Cashier, question arises, how counterfoils were given by him to the concerned customers without amount paid by them against such counterfoils? So in my considered view, the stand taken by the 2nd Party's Advocate does not at all justify the act of the concerned workman in issuing the counterfoils to the customers and not taking those back after repaying the said amount to them as pleaded. In fact, such things never happen in Bank transactions and customers does not come in the Bank to accept the amount which is brought to deposit or to take it back on the very same day. Only because total cash was tallying at the end of the day, does not mean that, concerned workman has not taken the

amount from the concerned customers. In my considered view, the possibility is that, the concerned workman might have pocketed that amount and has not shown it in the total cash of the Bank which does not affect the total collection of the day's collections. Besides when concerned customer came to withdraw the amount on the next occasion it was noted by the Bank that, the amount was not credited in their respective Saving Bank Accounts. Even if that is so, as stated above, why he has not summoned those customers or prove that? So in such a case where question of filing complaints arise by the concerned customer? It is Bank's duty to tally the, account as per counterfoil of that customer. Here Bank can suo-motu take the action and proceed against concerned workman to find out what happened to the amount deposited by the concerned customers on the relevant days against their Saving Bank Accounts. So in my considered view finding given by the Enquiry Officer is based on the evidence which lead him to conclude that, charges of misconduct are proved against the concerned workman.

14. Besides, it may be noted that it is not a single incident. The case of the 1st Party is that the first instance took place on 1st October, 1994 and another incident after one month i.e. on 2nd November, 1994. That too against lady customers. One was Mrs. Gupta and another was Mrs. Mathew. As stated above such occasions took place twice. If at all it would have been one incident, one can understand. But here two such similar type of incidents took place which reveals that, concerned workman was operating same modus operandi as he succeed in his initial occasion i.e. on 1st October, 1994 and then followed it on 2nd November, 1994.

15. Besides working on the Cashier's post without experience cannot be a ground in such a case. Bank runs its business on trust and on faith of the customers. If at all it looses it, then it finds difficult for a Bank to run its business and attract the customers. Here in the instant case concerned workman who was working as a Cashier, if was unable to coupe up with the work he doesn't deserve to be continued in such service and that is what exactly has been done by the Bank relying on the enquiry and findings of the Enquiry Officer. It decided to remove him from the services as he is not fit to continued with the Bank services as he is not familiar with the cash transactions.

16. The Ld. Advocate of the 1st Party placed his hands on some of the citations referred above on the point of application of the provisions of the Indian Evidence Act in case of domestic enquiry where it is observed that, strict rules of provisions of the Indian Evidence Act are not applicable in such a domestic enquiry and in fact it is an admitted position which is observed by our Hon'ble High Court while deciding the case of Board of Trustees of Port of Bombay and anr. vs. Vijay Ratanrao Surve and ors. published in 2000 II-LLJ page 613 as well as by Madras High Court while deciding case of S. TAMILIESSESVAN vs. Registrar, T.N. Central Administrative Tribunal, Chennai published in 2006 (I) CLR page 849.

17. If we consider all this, coupled with the case made out by both, I conclude that, enquiry is fair and proper and finding not perverse. Besides I conclude that, punishment awarded by 1st Party of removal against workman is just and not disproportionate as concerned workman is not fit to continue on the post of the Cashier. When enquiry is just and proper and finding not perverse which led 1st Party to take action of removal which I find just and proper, in my considered view the 2nd Party, concerned workman, is not entitled for any reliefs. Hence, the order :

ORDER

Reference is rejected with no order as to its costs.

Mumbai,

23rd October, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2006

का.अ. 4950.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 28/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2006 को प्राप्त हुआ था।

[सं. एल-12011/37/2004-आई.आर.(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2006

S.O. 4950.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28/2004) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur (U.P.) as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workman, received by the Central Government on 29-11-2006.

[No. L-12011/37/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT

HOTEL KISHORI BUILDING, SARVODAYA
NAGAR, KANPUR, U.P.

Industrial Dispute No. 28 of 2004

Industrial Dispute between:

The Assistant General Secretary
U. P. Bank Employees Union
426-W-2 Basant Vihar Kanpur 208021

AND

The Dy. General Manager
Syndicate Bank
Zonal Office IR Cell University Road
Bhawanipuram Meerut

AWARD

I. Central Government Ministry of Labour, New Delhi, vide notification No L-12011/37/2004 IR(B-II) dated 31-5-04 has referred the following dispute for adjudication to this tribunal:—

Whether the action of the Management of Syndicate Bank to deny regularisation/absorption service of Sri Gopal Prasad Sharma, working as temporary attender w.e.f. 25-6-90 is justified? If not what relief workman concerned is entitled to?

2. It is common ground of the parties concerned that the workman is working with the opposite party Syndicate Bank as temporary attender. It is also common ground that the workman at initial stage had worked as daily wage. As per Government approach paper the bank has entered into an agreement with the recognised union of the bank employees on 9-4-96 and 6-7-98, accordingly bank has prepared the panel of temporary attenders who have drawn their salary from the establishment head of the bank and work for 90 days or more between 1-1-82 to 31-12-89. Based on approach paper and settlement dated 9-4-96, the bank has again issued its circular dated 23-6-97 to prepare district wise panel of temporary attenders and in terms of above the bank has prepared the following panels:—

Panel : I

This panel was consisted of candidates who have worked for 240 days or more as temporary attender in a consecutive period of 12 months during any period between 1-1-82 to 31-12-89 and has been paid salary by debit to the establishment account of the bank.

Panel : II

This panel was consisted of candidates who have worked for 90 day or more as temporary attenders between 1-1-82 to 31-12-89 and has been paid salary by debit to the establishment account of the bank.

3. The case of the workman is that he was employed as temporary attender by the opposite party bank at Mathura main branch of the bank on 25-6-90 and since regular attender was promoted and transferred from that branch on 1-7-90 workman continued as temporary attender in that vacancy. The opposite party bank should have filled the temporary vacancy within 90 days instead of doing so opposite party is employing the workman as temporary attender for the last 14 years. It has also been pleaded that the workman at present is getting starting basic salary together with admissible allowances by way of his wages from the opposite party. It has been claimed by the workman

that the action of the opposite party bank in continuing him to be temporary attender and not regularising or absorbing him in the permanent employment of the bank amount an act of Unfair Labour Practice and the workman he held to be regular and permanent employee of the opposite party bank.

4. On the other hand the opposite party bank has contested the claim of the workman and it has been alleged by it that since the workman has not worked as temporary attender and has not drawn salary by debit to the establishment account during the relevant period i. e. I-1-82 to 31-12-89 his name was not included in the panel I or II as above and the bank has recently regularised the services of temporary attenders, whose names were appearing in the panel I or II strictly in terms of Government Approach paper and settlement dated 9-4-96 and 6-7-98. With regard to other temporary attenders it has been alleged that the Union has taken up the matter with the bank as per agenda 4 of joint meeting dated 9-12-02 which is circulated by the bank. The management has informed that the regularisation shall be in tune with the need of the bank and as per manpower planning based on Government guidelines and therefore the workman has got no claim for permanent absorption in the bank nor he can claim any lein as a matter of right. On the basis of at above pleadings it has been prayed that the claim of the workman suffers from merit and is premature therefore the workman be held to be entitled to no relief.

5. After exchange of pleadings between the parties both parties adduced oral as well as documentary evidence in support of their claim and counter claims.

6. Tribunal has heard arguments at length advanced by the contesting parties and have also gone through the record of the case carefully.

7. In the instant case it has to be seen if the workman can claim regularisation of his services while working as temporary attender. It is settled principle of law that what would be the manpower under an organisation either on temporary or permanent basis is the sole domain of the employer and the same cannot be interfered through judicial process. It has also come in the pleadings of the parties that the cases which are not covered under the approach paper issued by Government on the basis of which management prepared panels are under active consideration before the management and no positive decision has so far been arrived at in the matter. It is also settled law that a person cannot claim regularisation or absorption as a matter of right unless his services are regularised by adhering the relevant recruitment rules.

8. After giving anxious considerations to the rival contentions of the contesting parties tribunal is of the view that the present claim of the workman is premature because of the fact that those matters with regard to temporary attenders who are not covered by the above panels are

under active consideration before the management of opposite party Syndicate bank. On the basis of premature claim the workman cannot be allowed to avail the relief as claimed by him in the present dispute.

9. For the reasons discussed above, the tribunal is of the opinion, that the present claim of the workman is premature and on the basis of premature claim, he cannot be awarded relief as claimed by him. It has also not been disputed by the workman that the matter is not pending with the opposite party bank which has duly been raised by the recognised trade union particularly in respect of such employee (temporary attender) whose services has not so far been regularised and still they are under temporary employment. Accordingly it is held that the workman is not entitled for any relief and reference is bound to be decided against him. The management is to consider the candidature of workman under the scheme.

10. Reference is answered accordingly against the workman.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4951.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्रावनकोर टिटैनियम प्रोडक्ट्स लिमिटेड के प्रबंधन के संबंध में निर्योक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय इनाकुलम (कोचीन) के पंचाट (संदर्भ संख्या 133/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-29011/58/2002-आई.आर.(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4951.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/2006) of the Central Government Industrial Tribunal/Labour Court Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Travancore Titanium Products Ltd., and their workman which was received by the Central Government on 30-11-2006.

[No.L-29011/58/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B.A., L.L.B., Presiding Officer

(Tuesday the 14th day of November, 2006 / 23rd
Kartika, 1928)

I.D. 133/2006

(I.D. 16/2003 of Industrial Tribunal, Kollam)

Workman/Union : The General Secretary Titanium
General Labour Union Titanium
P.O. Thiruvananthapuram

Adv. Shri Haripad K.R.C. Pillai

Management : The Managing Director Travancore
Titanium Products Ltd. Titanium
P.O. Thiruvananthapuram

Adv. M/s B. S. Krishnan Associates.

AWARD

This is a reference made by Central Government under Section 10 (I)(d) of Industrial Disputes Act, 1947 for adjudication. This case was originally pending before Industrial Tribunal, Kollam and was transferred to this court in July, 2006. The reference is:—

“Whether the action of the management of M/s. Travancore Titanium Products Ltd., Trivandrum in amending the Subordinate Service Rules of the Company that w.e.f. 27-5-2002 new recruits who shall be on probation for 2 years from the date of joining shall be entitled only to basic pay in the minimum of the scale prescribed for the respective posts for the first 2 years of service, is justified? If not, to what relief such workmen are entitled to?”

2. According to the union, the employees of the management company are governed by Settlement dated 31-8-1998. Thereafter there was no other settlement till the reference. As per the said settlement the employees who joined service were entitled to get pay and allowances in full from the time of joining service and the probation period was six months. Twelve workers mentioned in the claim statement had joined service on different dates in 2002 and 2003. However the management by a unilateral decision extended the period of probation for two years and reduced the pay to the minimum Basic Pay of the concerned scale of employees during the probation period by its order dated 27-5-2002. This is against the settlement.

3. According to the management the workers had joined service knowing the terms and conditions of service and they were requested to join service if the terms and conditions were acceptable to them. At the time when the 12 workers joined service, in view of the decision of the Government to adopt economy measures, the management company had taken a decision in the Board meeting and issued an order dated 27-5-2002 extending the period of probation to two years and reducing the pay to Basic Pay in the minimum of the scale during the period of probation. The workers were aware of this. They cannot now turn round and say that the terms and conditions are not

acceptable to them. The Government had later reviewed the decision and ordered relaxation in economy measures by its order dated 19-6-2003. In pursuance to that the company had amended the service rules by its order dated 4-8-2003 in consultation with unions and those who joined service after 16-1-2002 were given, besides basic pay D.A. and other allowances from 1-6-2003 onwards. No illegality is committed by management in effecting amendments to Service Rules in tune with the policy decision of Government. The workers are not entitled to any relief.

4. Before the Industrial Tribunal, Kollam on worker's side Ext. WI and on the management side Ext. M1 to 10 documents were marked. However no oral evidence was adduced. Before this court the management produced the latest decision and order of the company giving all benefits to the workers in question from the date of their joining service. However, in spite of notice the union is remaining absent continuously. It is pointed out by the learned counsel for the management that since the reliefs are already granted by the company the workers have lost interest in the matter.

5. As per the order of the management Company dated 15-4-2006, which is Annexure-V among the documents produced before this court at the time of hearing the entire issue has been reviewed and all benefits like D.A. and allowances due to employees who joined service from 16-1-2002 to 31-5-2003 are ordered to be given. The order reads as follows:—

“As per Order under reference (1), new recruits who joined service from 16-1-2002 were given only Basic Pay for the first two years of service, in line with the Government directives as approved by the Board of Directors. Subsequently Government *vide* Order dated 19-6-2003, had restored DA and other allowances of all such employees from 1-6-2003 and the same was incorporated in the service rules *vide* order under reference (2).

Now the Government has reviewed the whole issue and ordered *vide* GO (P) No. 86/2006/Fin. dated 23-2-2003 that those employees who joined service between 16-1-2002 and 31-5-2003 and were given only Basic Pay shall be given arrears of DA and other allowances for the period between their joining service and 31-5-2003 and the same is applicable to employees in Public Sector Undertakings also.

Persuant to the Government Order and in consultation with the unions, it is hereby ordered that the following further modification/amendment is made in the service rules of the Company:

All those employees who joined service in the Company between 16-1-2002 and 31-5-2003, and were eligible only for Basic Pay as per MD's Order No. 019/2002 dated 27-5-2002 are entitled to DA and other allowances also for the period between their joining service and 31-5-2003.

This amendment is incorporated in the service rules.”

6. In view of the above order of the Company, the union cannot have any further dispute in the matter. The reliefs sought by the union are granted to all the workers (12 in number) mentioned in the claim statement. Of the 12 workers, 11th worker, Shri P.J. James resigned from the service of the company for the purpose of taking employment elsewhere on 13-2-2003. Still he is also eligible to get arrears as per order of the company. In view of the above order of the management company the dispute no more exists and the claim has become infructuous.

7. In the result, an award is passed to the effect that there is no subsisting industrial dispute as the reliefs sought for are already granted by the management. No cost. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 14th day of November, 2006.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Union : Nil.

Witness for the Management : Nil

Exhibits for the Union:

W1 - Memorandum of Settlement dated 31-8-1998

Exhibits for the Management :

M1 - True Copy of Subordinate Service Rules as on 30.4.1999 in r/o Travancore Titanium Ltd.

M2 - True Copy of Order No.G.O.(P)/56/2002/Fin. Dated 16.10.2002 dated 16.1.2002 regarding economy measures.

M3 - True Copy of Letter No.PL/G/Union/2002 dated 16.5.2002 issued by management intimating the Unions about the meeting to be held on 21.5.2002.

M4 - True Copy of MD's Order No.019/2002 dated 7-5-2002 restricting Basic Pay to new recruits.

M5 - True Copy of Certified Standing Orders effective May 21, 1980 issued by management.

M6 - True Copies of acceptance of terms and conditions by New recruits dated 26-5-2003.

M7 - True Copy of Appointment Order No. 4119 dt. 17-11-2003 given by Kerala State Fin. Enterprises to P.J. James.

M8 - True Copy of Order No.G.O.(P)/328/2003/FIN dated 19-6-2003 reg. relaxation in economy measures.

M9 - True Copy of letter No.PL/G/Union/2/2003 dated 25-6-2003 issued by management intimating the Unions about the meeting to be held on 27.6.2003.

MI0 - True Copy of MD's Order No.24/2003 dated 4.8.2003 reg. amendments made in Service Rules.

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4952.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. कमल ट्रांसपोर्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/242/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[फा. सं. एल-29012/41/92-आई.आर. (एम.)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/242/93) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Kamal Transport and their workman which was received by the Central Government on 30-11-2006.

[F. No. L-29012/41/92-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/242/93

Presiding Officer : SHRI C.M. SINGH

Shri Suresh Kumar Gupta,
S/o Shri Vishveshwar Gupta,
R/O & Post Madhogarh,
Distt. Satna

... Workman

Versus

M/s Kamal Transport,
Transport & Loading contractor,
Ispat Lime Stone Quarry, Babupur,
Satna

... Management

AWARD

Passed on this 30th day of October, 2006.

1. The Government of India, Ministry of Labour vide its Notification No. L-29012/41/92-IR (Misc) dated 13-8-93 has referred the following dispute for adjudication by this tribunal :—

“क्या मैसर्स कमल ट्रांसपोर्ट, ट्रांसपोर्ट एवं लोडिंग कान्स्ट्रक्टर, इस्पात लाईम स्टोन क्वारी, बाबूपुर, सतना (म.प्र.) के प्रबंधकों द्वारा श्री सुरेश कुमार गुप्ता, भूपू. स्टोर कीपर की सेवाएं 8-10-91 से

समाप्त करने, जनवरी 86 से 8-10-91 तक ओवर टाइम का भुगतान न करने एवं माह जून 91 से दिनांक 8-10-91 तक वेतन का भुगतान न किये जाने की कार्यवाही न्यायोचित है। यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है ;

2. The Case of workman Shri Suresh Kumar Gupta in brief is as follows. That opposite party No. 1 the Manager M/s Kamal Transport, Loading contractor Steel and Lime Stone Quarry, Babupur, Satna (MP) is a transport loading contractor of opposite party No. 2 Assistant Manager, Steel Authority of India Ltd., Lime Stone Quarry, Babupur, Satna MP. Opposite party No. 1, the management is a licensed contractor. Opposite Party No. 2, the management is the principal employer. Therefore both the above parties, the managements are responsible for payment of wages to the workman. Because opposite party No. 2 the management is a necessary party to this reference therefore a separate application has been moved for impleadment of opposite party No. 2. Workman was employed as a storekeeper by the opposite party No. 1, the management on a monthly salary of Rs. 1100/-. He was appointed in the year 1986. Opposite party No. 1, the management used to take work from the workman for 12 hours in a day instead of 8 hours. For the said overtime work, the workman has not been paid. The workman has not been given monthly salary since June-1991 till 8-10-1991. On workman's demanding the money due for doing overtime work and the salary due, opposite party No. 1, the management got annoyed with him and terminated his services orally. Before terminating the services of workman, the opposite party No. 2, the management neither issued any chargesheet to him under modern Standing Orders Act nor termination order was given to him in writing. The employees appointed later than workman are still in employment of opposite parties, the managements. The workman overtime worked for 4 hours daily since 10th January 1986 to 8th October 1991 for which an amount of Rs. 7208/- only (Rupees Seven Thousand Two Hundred and Eight only) is due for overtime work for 7200 hours. The opposite party No. 1, The management also did not pay Rs. 5500/- due towards the salary of the workman since June 1991 to October 1991. Since the year 1986 the value of Rupee has been diminished and therefore the workman is entitled to get 10 times of compensation from the opposite parties the management. It has been prayed by the workman that his termination from service by the opposite party No. 1 be declared illegal, he should be reinstated in service with back wages and other benefits. It has also been prayed that the opposite parties, the managements be directed to pay Rs. 81760.64 towards arrears of his salary and the amount of money due for doing overtime work. It has also been prayed that the opposite parties managements be directed to pay 10 times compensation to the workman.

3. Opposite Party No. 1 M/s Kamal Transport filed its Written Statement. The case of opposite party No. 1 the

management in brief is as follows. That Shri Suresh Kumar Gupta was never posted as Storekeeper with them. He supplied the goods to M/s Kamal transport on commission basis for which he has been paid. Shri Suresh Kumar Gupta was not in the employment of M/s Kamal Transport, therefore there arises no question of terminating his services on 8-10-91. For the similar reason, the question of making payment to him for arrears of salary since June 91 to 8-10-91 does not arise. It has also been pleaded by opposite party No. 1 in the WS that this Tribunal has no jurisdiction to adjudicate the question relating to overtime work done and arrears of salary under Sec-10 of the Industrial Dispute Act, 1947. It is prayed that the reference be dismissed with costs.

4. The order-sheet dated 5-12-05 of this reference case reveals that in spite of sufficient service of notice by registered AD post, the management failed to put in appearance and therefore it was ordered that the reference case shall proceed ex-parte against the management. The date was fixed for ex-parte evidence of workman at camp court, Satna. In spite of fixing 5 dates for adducing exparte evidence by workman, the workman failed to adduce the same. And ultimately on the last date i.e. 4-9-06 no one responded for the parties and no evidence was adduced on behalf of workman. Under above circumstances, this tribunal was left with no option but to close the reference for award and accordingly the reference was closed for award.

5. The Government of India, Ministry of Labour vide its Notification No. L-29012/41/92-IR (Misc) dated 13-8-93 has referred the dispute mentioned therein for adjudication by this tribunal. In the said notification, M/s Kamal Transport and loading contractor Steel Lime Stone quarry, Babupur, Satna (MP) and Shri Suresh Kumar Gupta are the parties to this dispute. Meaning thereby, the reference case is to be decided in between workman Shri Suresh Kumar Gupta and M/s Kamal Transport and loading contractor, Steel Lime Stone Quarry, Babupur, Satna, (MP). It is worthwhile to note here that opposite party No. 2 Assistant Manager, Steel Authority of India Ltd., Steel Lime Stone Quarry, Babupur, Satna (MP) which has been made opposite party No. 2 in the statement of claim by the workman is no party to the reference case. Though it has been averred in para-1 of the statement of claim by the workman that opposite party No. 2 is a necessary party and therefore a separate application is being moved for its impleadment. I have very carefully gone through the record. The workman has not moved any application for impleadment of opposite party No. 2 the Asstt. General Manager, Steel Authority of India Ltd., Steel Lime Stone Quarry, Babupur, Satna, (MP) and therefore opposite Party No. 2 the Assistant Manager, Steel Authority of India Ltd., Steel Lime Stone quarry, Babupur, Satna (MP) is not a party to the reference. Consequently the reference case is dismissed against opposite party No. 2, the Assistant

General Manager, Steel Authority of India Ltd. Steel Lime Stone Quarry, Babupur, Satna, (MP).

6. It is very clear from the above that M/s Kamal Transport and Loading Contractor, Ispat Steel Lime Stone Quarry, Babupur, Satna (MP), Opposite Party No. 1 did not contest the reference case and therefore the reference case proceeded *ex-parte* against the said transport. Workman Shri Suresh Kumar Gupta did not adduce *ex-parte* evidence against Opposite Party No. 1 M/s Kamal Transport and Loading Contractor Steel Lime Stone Quarry, Babupur, Satna (MP) though he was given 5 dates for the same. It clearly means that the parties have no interest in this reference case, which means that the parties do not want to contest the dispute.

7. In view of the above, it shall be just and proper to pass no dispute award in this case without any order as to costs. Consequently no dispute award is passed without any order as to costs.

8. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4953.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य प्रदेश स्टेट माइनिंग कॉरपोरेशन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायलय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/96/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-29012/18/2001-आईआर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4953.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/96/2001) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Madhya Pradesh State Mining Corporation and their workmen which was received by the Central Government on 30-11-2006.

[No. L-29012/18/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/96/2001

Presiding Officer : SHRI C. M. SINGH

Shri Shriram Shrivastava,
PO : Afreed, Via Bamhindih
The Champa, Dt., Janjigiri (Chattisgarh),
Champa (Chattisgarh)

...Workman

Versus

The Managing Director,
Madhya Pradesh State Mining Corporation,
Paryawas Bhavan, IInd floor,
Arera Hills, Jail Road,
Bhopal. (MP)

...Management

AWARD

Passed on this 27th day of October, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-29012/18/2001-IR (M) dated 25-5-2001 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Madhya Pradesh State Mining Corpn. Ltd., Bhopal in terminating the services of Sh. Shriram Shrivastava, worker of the Baradwar Estt. of the MPSMC, w.e.f. 15-3-97 is justified? If not, to what relief the workman is entitled?”

2. The case of workman Shri Shriram Shrivastava in brief is as follows : That he was initially appointed on 17-9-87 as worker in the Tin Plant of M.P. State Mining Corporation, Raipur. He was paid Rs. 1200/- monthly salary. He had worked w.e.f. 17-9-87 to 15-3-97 in the Raipur office of the management, M.P. State Mining Corporation Limited, Bhopal, M.P. He was transferred by order dated 1-11-94 from Raipur to Baradwar. In pursuance to the transfer order, he submitted his joining on 5-11-94 before Assistant General Manager, Baradwar. After joining, he was posted in Railway site office of the management. All of a sudden, the workman became sick on 1-3-97 and applied for casual leave. He took treatment from District Hospital, Bilaspur and became fit on 12-8-97. He submitted his joining on 13-8-97 along with fitness certificate before Mines Manager, MP State Mining Corporation Limited, Baradwar. He had submitted medical certificate along with his joining. Even then his joining was not accepted by the management office till date. He preferred various representations to the authorities of the management but of no avail. The management did not intimate to the workman in respect of his status. No order has been passed by the management till date. That his service was terminated without conducting any enquiry, giving any show cause notice or chargesheet. The workman has worked more than 240 days in a calendar year, therefore he is entitled to get protection of Industrial Dispute Act, 1947. More than 100 workmen are working in the management's undertaking hence Chapter V-B of the I.D. Act, 1947 will be applicable in the present case. The termination of the workman is retrenchment as defined under Sec-2 (oo). No provisions of Sec-25-F, G & N have been complied with before terminating the workman. The

action of the management is arbitrary, unjust, illegal, unfair and bad in law. The applicant, therefore, prays that the management be directed to reinstate the workman with full back wages and with all consequential benefits.

3. In spite of sufficient service of notice on the management, the management failed to put in appearance and therefore *vide* order dated 6-7-05, the reference was ordered to proceed *ex-parte* against the management.

4. The workman in support of his case filed his affidavit along with certain documents sworn in the affidavit.

5. I have heard Shri Vijay Tripathi, Advocate for the workman and I have very carefully gone through the entire evidence on record.

6. The case of the workman is fully proved by his uncontroverted affidavit and the documents sworn therein. It is proved that the workman was appointed as worker on 17th November 1987 on a monthly salary of Rs. 1200/-. It is also proved that the workman worked for more than 240 days in every calendar year. The photocopy of certificate (W/1) issued by the department dated 23-4-94 supports the case of the workman that he worked with the management on the post of worker from 17th September, 1987 till date mentioned above. It is also established from the oral as well as documentary evidence that the workman was transferred from Raipur to Baradwar on 1-11-94 and he took charge at Baradwar on 5-11-94. That after taking over charge, he was posted on the Railway Siding Office. The documentary evidence in support of it is, the photocopy of transfer order (W/2), copy of application dated 5-11-94 of the workman for taking over charge (W/3) and copy of order dated 5-11-94 posting him at Railway siding office (W/4). It is very clear from the evidence oral as well as documentary that the workman moved application for CL w.e.f. 25-2-97 to 2-3-97. The workman on oath that on 2-3-97, he fell ill and moved application the copy whereof is W/8. It is further proved from the oral as well as documentary evidence of the workman that on 13-8-97, he reported on duty after recovery from ailment along with medical fitness certificate. Ex. W/9 is the copy of application dated 13-8-97 by the workman for being present on duty. Ex. W/10 & W/11 are the copies of the medical certificate and fitness certificate submitted by the workman. The workman stated on oath that neither he was served with any notice to show cause nor charge sheet, no departmental enquiry was conducted against him and he was terminated from services for no cause. The entire case of the workman is fully proved from the oral as well as documentary evidence discussed above. Thus the management fell in error in terminating the services of Shri Shriram Shrivastava, worker of Baradwar Establishment of MP State Mining Corporation w.e.f. 15-3-97 and the above action of the management is not justified. He is entitled to be reinstated in service.

7. There is no averment in the statement of claim on

behalf of the workman that after termination of his services, he was not gainfully employed anywhere. The workman has also not stated on oath in his affidavit that after his termination from service, he was not gainfully employed anywhere. Under the circumstances, I am of the view that the workman shall not be entitled to the back wages. The reference, therefore, deserves to be decreed with costs in favour of workman as mentioned above.

8. In view of the above, the reference is answered in favour of the workman and against the management with costs and it is hereby held that the action of the management of Madhya Pradesh State Mining Corpn. Ltd., Bhopal in terminating the services of Sh. Shriram Shrivastava, worker of the Baradwar Estt. of the MPSMC, w.e.f. 15-3-97 is not justified and the workman is entitled to be reinstated in services without back wages. The management is directed to pay the costs of this reference to the workman and to reinstate him in service without back wages within 3 months time from the date of publication of this award.

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.अ. 4954.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माइन्स लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या 232/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-43012/11/96-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4954.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 232/97) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BGML and their workmen which was received by the Central Government on 30-11-2006.

[No. L-43012/11/96-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 15th November, 2006

Present : Shri A.R. Siddiqui, Presiding Officer

C.R. No. 232/97

I Party
Shri S. Savaridas,
President, Bharat Gold
Mines
Daily Wage and General
Workers Union,
C/o CITU Office,
Marikuppam,
K.G.F.-563120

II Party
The Dy. General Manager
(Personnel),
Bharat Gold Mines Ltd.,
Oorgaum,
K.G.F.-563120

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order. No. L-43012/1796-IR (Misc) dated 14th May, 1997 for adjudication on the following schedule:

SCHEDULE

"Whether the demand of Bharat Gold Mines Daily Wage and General Workers Union to pay salary and extend the benefits including the number of days of work applicable to the permanent employees of Bharat Gold Mines Ltd. to their contract workers in Town Administration Department also is justified? If not, to what relief the workmen are entitled to?"

2. The President, Bharat Gold Mines daily wages and general workers union espousing the cause of the daily wages and general workers working under the management, M/s. Bharat Gold Mines Ltd., represented by its General Manager filed his claim statement contending among other grounds that the contract labourers for whom the present dispute is raised were being engaged through several contractors for the purpose of maintenance and their names and particulars have been shown in the Annexure; that these were the employees working as contract labourers engaged in the Town Administrative Department of the management. The management has been employing more than 200 workmen through more than 20 contractors to engage them for maintenance, sanitation, sweeping, scavenging, house keeping etc. they have been working on daily wage of Rs. 29 without payment Dearness Allowance as per law. Whereas, the management is paying a sum of Rs. 1000 plus Dearness Allowance of Rs. 1,350.20 per month to its permanent employee. That shows a clear case of exploitation of labour to extract cheap labour; that the work of the first party workmen is a permanent in nature and the jobs they held are still existing in the management. But the management with *malafide* intention has denied the benefits available in law to these so called contract workers; that the workmen employed by the contractors performed the same and similar kind of work as that of workmen employed directly by the management and the work being carried out by these workers is perennial in nature and therefore, this tribunal has got jurisdiction and power to prohibit employment of contract labour and therefore, the management should be directed to regularize

the services of these contract workers extending them all benefits which are available to the permanent employees of the management in as much as these workmen are continued as workers under the guise of contract labours though they carried out the same job which job is being carried out by the permanent employees of the management. In the last, the first party union requested this tribunal to pass an order directing the management to pay equal pay or equal value of work on par with permanent employees and to extend all the benefits that are being given to the regular employees and to regularize the services of the first party workmen with full back wages, continuity of service and other consequential benefits.

3. The management by its Counter Statement in the first instance took up the contention that this tribunal has got no jurisdiction to entertain the present dispute and the first party union has got no competency to raise dispute of general nature of parity in pay scales between contract workers and departmental employees under the provisions of the ID Act, particularly when there is a specific Act called Contract Labours (Regulation and Abolition) Act, 1970 making a provision to examine the complaint if any, with regard to similar wages for similar work and the Chief Labour Commissioner(C) is the authority under the said Act to examine such complaint and for needful action; that if the first party workmen has got any grievance, they should take up the matter with their employer, namely, the respective contractors particularly, when the first party workmen who have raised the dispute are no more working with the management as contract labours. The management further, contended that though the first party union is a registered union but not a recognized union of the management and it is the BGML Labour Association (INTUC) is a recognized union of the management. The management also denied the allegations made in the claim statement that it has been engaging more than 200 workers under about 20 Contractors for the purpose of maintenance. However, contract work was given to the different contractors for different jobs in different areas in the Township for the purpose of maintenance of lavatories, upkeep of open maidan and spraying insecticides for suppressing mosquito breeding for which work there is a fixed amount being paid to the contractors. It is the contractor to engage require number and on daily wage basis. Moreover, this work is now being carried out on workers cooperative basis. Once again the management contended that the issue regarding wage rate, holidays, hours of work and other condition of services of the workmen on the contract shall be the same as applicable to the permanent employees is a matter to be adjudicated under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under by the Chief Labour Commissioner(C) and therefore, the present dispute is not tenable under the provisions of the ID Act. The management further contended that there are no

contract labourers at present working under the management and after the expiry of the contract period the work has been taken up by the workers cooperative society w.e.f. 1-9-1998. Hence, the question of treating the first party workmen as employees of the management does not arise. In the result, the management requested this tribunal to dismiss the reference.

4. During the course of trial on behalf of the first party union, its president Shri S. Savaridass filed his affidavit by way of examination chief, repeating almost the same averments made in the Claim Statement. His affidavit was filed on 8-1-2002 and thereafter case underwent several adjournments for the cross examination of the said witness. Ultimately, when the matter was taken up on 25-5-04, WW1 (President of the first party union) remained absent and case was adjourned for his cross examination as a last chance. On 1-7-2004 once again WW1 did not turn up and there being no ground to adjourn the case, he was discharged. Thereupon, on behalf of the management affidavit of one Mr. Issac said to be working as Assistant Manager with the management company filed his affidavit evidence. He also reiterated the various contentions taken by the management in the Counter Statement. On behalf of the first party cross examination was made to the said management witness but nothing worth was elicited from his mouth controverting or denying the material particulars of the case as averred in the affidavit in turn supported by the contentions taken in the Counter Statement. Thereupon, case was taken up for arguments and after adjourning the matter several times because of the absence of learned counsel representing the first party, ultimately I have taken the matter as heard and posted this day for award.

5. Therefore, as seen above, whatever contentions or averments taken in the Claim Statement and further have been spoken to WW1 in his examination chief by affidavit have remained to be substantiated as WW1 did not subject himself to cross examination. At the same time the various contentions taken by the management in the affidavit of MW1 have gone unchallenged and uncontroverted there being absolutely no cross examination to this witness on the material aspects of the case. Therefore, the claim put forth by the first party union remains unsubstantiated and whereas, the defence taken by the management has been established in the statement of MW1. Even otherwise, undisputedly, the first party workmen are the contract workers and they cannot prefer any claim or stake any right against the management, as they are not its employees. Moreover, as contended for the management it is the Chief Labour Commissioner(C) who is competent authority to examine the various grievances made out by the first party workmen in the Claim Statement under the provisions of Contract Labours(Regulation and Abolition)Act, 1970.

6. As far as the relief asked for by the first party workmen through the above said claim statement seeking regularization of their services by the management is

concerned, no such relief can be granted by this tribunal or any dispute with regard to any such relief can be maintained before this tribunal in the face of the above said Contract Labours(Regulation and Abolition) Act, 1970. If at all the first party workmen have got any grievance to suggest that they are carrying out the work or the job which is being carried out by the permanent employees of the management and that in effect they are the employees of the management under the guise of contractors, then their remedy lies somewhere else i.e. under the above said provisions of Contract Labours(Regulation & Abolition) Act, 1970. For the purpose of relief to be granted to the first party workmen with regard to the regularization of their services or for the various benefits which are available to the permanent employees of the management though the first party workmen can maintain the dispute before this tribunal but it is only after the issuance of notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour by the competent authority of the Government. They cannot approach this tribunal straight away as contract labourers seeking aforesaid relief in the absence of any such prohibition notification issued by the competent authority of the Govt. of India under Section 10(1) of the CLRA Act prohibiting employment of Contract Labour, as the law laid down by their Lordship of Supreme Court in the case of Steel Authority of India Vs. NUWF Workers reported in 2001 (91) FLR 182. Therefore, viewed from any angle reference on hand is neither entertainable on merits nor deserves to be considered in the light of the aforesaid legal position. Accordingly reference is answered and the following award is passed :

AWARD

The reference stands dismissed. No Costs.

(Dictated to PA transcribed by her corrected and signed by me on 15th November, 2006)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4955.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिनरल एक्सप्लोरेशन कॉर्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.- II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 416/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-29012/57/96-आईआर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4955.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 416 of 2005), of the Central Government Industrial Tribunal/Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of Mineral Exploration Corporation Ltd. and their workman, which was received by the Central Government on 30-11-2006.

[No. L-29012/57/96-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No. I. D. No. 416/2005

Registered on 19-08-2005

Date of Decision 19-10-2006.

Rajendra Prasad S/o. Shri Des Raj
R/o. Tosham, Tehsil Tosham, District Bhiwani

....Petitioner

Versus

Area Manager, M.E.C.L. Takta Sahi Road
(Near Reserve Bank of India), Jaipur

....Respondent

APPEARANCES

For the Workman : Nemo

For the Management : Shri A.P. Gera, Asstt. Manager

AWARD

The Legal Representatives of the workman continues to be absent. Even on the last date of hearing they appeared through Shri Varun Tukreja, Advocate, who was a proxy for Mr. Rajan Malhotra, but without the letter of authority from the LR's. It was, therefore, directed to the Counsel, to produce the LR's or in the alternative produce the letter of authority from them. Neither the LR's are present nor their Counsel has filed the letter of authority. Thus his presence cannot be acknowledged. Management appears through Counsel.

The LR's made an application for substituting them to the deceased workman on 6th February, 2006 and they were allowed to be substituted by an order dated 18th April, 2006 however, they were not present in the Court on that day also nor thereafter. Thus this Tribunal is satisfied that the LR's of the deceased workman are not interested to prosecute the claim of the workman.

These proceedings started on a reference from the Govt. of India which they made *vide* their order No. L-29012/57/96-IR(M) dated 31st December, 1996. The Govt. of India has desired to know whether the action of the Management of Mineral Exploration Corporation Ltd. Jaipur in terminating the services of Shri Rajinder Prasad, Contingent worker w.e.f. 17 Feb., 1992 was justified and if not to what relief the workman was entitled. The workman, supporting his claim, stated that he was appointed as contingent worker on 3rd June, 1985, and his engagement was through the Employment Exchange; that on 5th June, 1991, the Management issued a charge sheet against him.

They appointed Mr. P.K. Goha, Senior Mines Surveyor, the Inquiry Officer. During the inquiry Mr. Jharkande Prashad made the statement in favour of the workman but the Inquiry Officer did not consider the said statement and gave the findings against the workman; that the inquiry was not conducted properly as he was not given chance to defend himself or produce evidence. The Inquiry Officer simply submitted the reports whereupon the Project Manager terminated his services without considering the statement of Jharkande Prashad. Before the inquiry the workman was not given copy of the charge sheet; the list of witnesses to be produced. He was also not given any chance to produce his evidence nor was allowed to cross examine the witnesses of the Management. It is further alleged by him that the Management conducted irregular inquiry and also the punishment awarded was disproportionate. That it was on the direction of his superior Mr. Jharkande Prashad, that he worked on 4th June, 1991 although it was his rest day. Denying that he had misbehaved with any of his superiors, the workman stated that the charge claimed against him was cooked up and even the punishment awarded was bad since the punishment of termination is be given only as a major punishment. He prayed for his reinstatement with all service benefits including back wages.

The Management has opposed the claim of the workman stating that the workman was engaged on 3rd June, 1985, in their unit at Tosham, as a contingent worker, for the period of a project there. On the completion of the work, all the contingent workers were retrenched w.e.f. 16th November, 1992, after obtaining the permission to that from Govt. of India. However the services of the workman were terminated earlier on 17th Jan., 1992 for his having committed misconduct in service as proved in the departmental inquiry held the standing orders. In the inquiry the workman was given full chance to defend himself; that the workman had challenged his dismissal from service by civil suite. However, the Civil court dismissed his suite holding that he has failed to prove his claim and also for the reasons that Civil Court has no jurisdiction to entertain such a letter.

Regarding the facts stated in the claim Petition it is stated by the Management that the contents of paras. 1 to 13 of the Claim Petition are wrong and hence denied. They claimed that a valid charge sheet was served upon the workman and the inquiry was conducted against the workman giving due regard to the natural justice. The Inquiry Officer conducted himself very fairly and the termination of services of the workman were not illegal, malafide or arbitrary nor the same were against the provisions of standing orders. According to them the reference is bad since the same matter could not be adjudicated upon again when the Civil Court at Bhiwani had already decided the same. According to them the workman is not entitled to any relief, therefore, his claim be rejected.

From the pleadings of the parties I find that the claim of the workman has been denied by the Management. In rebuttal to the affidavit filed by the workman the Management has placed on record an affidavit of their witness P.P. Khara and thus they have also denied the claim of the workman on oath.

The workman appeared as a witness and proved his affidavit as well as documents placed on record, Exhibit as W2 to W5. He could not be cross examined on the day he appeared as a witness, as the Management was not present on that day. The order putting them *ex-parte* was set aside, by this Tribunal an order dated 11th August, 2004. Thereafter the proceedings started fresh, but the workman did not appear to stand to the cross examination to the management. As stated earlier, the LRs of the deceased workman were brought on record, but they have not appeared in person on any day. They have also not produced any evidence in support of the claim. Thus the claim made by the workman that his termination from service by the Management was bad in law has not been supported by any evidence.

On record I do not find any evidence to hold that the Management was not justified to terminate the services of the workman *w.e.f.* 7th Feb., 1992. Therefore, the workman and now his legal Representative are not entitled to any relief. The reference is answered in these terms. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4956.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. उदय क्यूरी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/27/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-29012/29/2004-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4956.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/27/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Uday Quarry and their workman, which was received by the Central Government on 30-11-2006.

[No. L-29012/29/2004-IR (M)]

N. S. BORA, Desk Officer

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT:

A.A. LAD, Presiding Officer

Reference No. CGIT-2/27 OF 2004

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF:**

M/s. Uday Quarry
Phule Nagar, Bhiwandi,
District Thane
AND

Their Workman

Nazir Ahmed Sheikh,
Resident of Phule Nagar No. 1,
Jyotibha Phule Nagar,
Kadam Road, Bhiwandi,
District Thane.

APPEARANCES:

For the employer : In person/Absent

For the workmen : In person

Date of reserving Award : 19th October, 2006

Date of passing of Award : 19th October, 2006

AWARD

The Matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. L-29012/29/2004-IR (M) dated 11th June, 2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether there is employer-workman relationship between the management of M/s. Uday Quarry, Phule Nagar, Bhiwandi, Dist. Thane and Shri Nazir Ahmed Sheikh ? If so, whether Shri Nazir Ahmed Sheikh is entitled for any legal terminal dues in this matter ?"

2. To support the subject matter referred in the reference 2nd party filed Statement of Claim at Exhibit 7 stating and contending that, he joined 1st Party as stone breaker in 1986. He was getting salary of Rs. 3000 per month for 8 hours. Actually he was working for 12 hours but salary was paid to him for 8 hours only. Without assigning any reason he was terminated and without following due process of law. Even legal wages were not paid to him. So his demand for his outstanding dues of Rs. 2,11,000 was not considered.

3. To support that 2nd party filed his affidavit at Exhibit 23.

4. Though notice was served on 1st party it remained absent and 2nd Party was permitted to proceed *ex-parte* and file affidavit.

5. In support of that 2nd party filed his affidavit at Exhibit 23 where he reiterate that, he was an employee of

the 1st Party and he was terminated without following due process of law. This claim of the 2nd Party is not challenged by the 1st party though served with notice of reference.

6. In view of the above following points arise for my determination which I answer as under :

Points	Findings
(1) Whether 2nd Party is entitled to get relief as an employee of the First Party.	Yes
(2) Does 2nd Party prove that he was illegally terminated ?	Yes
(3) What relief 2nd Party is entitled to ?	As per order below.

REASONS :

7. 2nd Party claims that he was illegally terminated and to support that he filed his affidavit Exhibit 23 which is not challenged. So how it is proved that, the 2nd Party was illegally terminated without following due process of law and he is employee of the 1st Party. Hence, I reply to the above points accordingly and passes the following order :

ORDER

- Reference is allowed holding 2nd Party is an employee of the 1st Party;
- 1st Party is directed to pay dues to the 2nd Party as claimed in the statement of claim;
- No order as to its costs.

Mumbai,
19th October, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4957.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर पोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, मुम्बई के पंचाट (संदर्भ संख्या 24/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-11012/18/2002-आई.आर.(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4957.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2003) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Port Authority of India and their workman which was received by the Central Government on 30-11-2006.

[No.L-11012/18/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

JUSTICE GHANSHYAM DASS, Presiding Officer

Reference No. CGIT-24 of 2003

PARTIES: Employers in relation to the management of
Airport Authority of India

AND

Their workmen.

APPEARANCES:

For the Management : Mr. S.S. Patil, Adv.
For the workman : Mr. R.R. Shinde, Adv.
Workman present in person.

State : Maharashtra

Mumbai dated the 21st day of October, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of Sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-11012/18/2002-IR(M) dated 19-5-2003. The terms of reference given in the Schedule are as follows:

“Whether the action of the management of Airports Authority of India in terminating the services of Mr. D.K. Rokade is legal and justified? If not, what relief the workman is entitled to?”

2. The instant reference is in respect of only one workman namely Mr. D.K. Rokade (Mr. Rokade for short). He has claimed that his termination is illegal, mala fide and bad in law and hence, he may be reinstated/regularized with full back wages with effect from 09-1-1990.

3. Mr. Rokade was admittedly employed with the Airports Authority of India (A.A.I. for short) as a Sweeper at Sahara International Airport premises in the year 1987 with the Contractor Deshmukh for the Airport Authority and he worked till 9-4-1990. He was intercepted by the Security Personnel posted at Sahara Airport on 9-4-1990 when he was taking out one bin bucket towards the Gate No. 8 of transit lounge. The bucket was searched by the Police Officers in presence of panch witnesses and a recovery of 2,249 Allwyn make wrist watches and Cordless telephones, wrapped in 16 packets was made from the bucket. These recovered goods were handed over to Custom Officers with panchanama. The statement of Mr. Rokade was recorded under Section 108 of the Customs Act, 1962 on the same day (9-4-1990) and also on the next day. The investigation was made which led to the submission of a complaint before the Chief Metropolitan Magistrate, Esplanade, Mumbai. The accused was prosecuted and tried vide CC No.387/CW/91. He was acquitted by the Chief Metropolitan Magistrate vide judgment and order dt. 28-7-99. After the aforesaid Judgment of acquittal Mr. Rokade requested the AAI to

reinstate him in service and raised the Industrial Dispute before the Asstt. Labour Commissioner-II *vide* letter dt. 9-3-2000. The claim of M. Rokade was rejected by the Asstt. Labour Commissioner-II *vide* letter dtd. 26-9-2001 with the observation that the regularization process was already complete under the direction of the Hon'ble Supreme Court. Mr. Rokade filed the writ petition before the Hon'ble High Court of Mumbai wherein Hon'ble High Court directed ALC- II, to conciliate and dispose of the petition under Section 12(2) of the Industrial Disputes Act (The Act for short) *vide* order dtd. 29-4-2002. Accordingly, the conciliation proceedings started but ended in failure. Hence, the Government made the present reference.

3. According to the A.A.I. Mr. Rokade was working as Sweeper at Sahara International Airport premises in the month of April 1990 with M/s. Royal Services, the contractor engaged by it. Mr. Rokade was arrested on 09-4-1990 by the Police Officers and the recovery of sixteen packets consisting of 2,249 Allwyn make wrist watches and cordless telephones was made from the garbage bin bucket which was carried on by Mr. Rokade from towards Gate No. 8 of transit lounge. The Police seized the said goods and handed over to the Custom Officers, AIU with panchanama. The Custom Officers re-examined the property and seized it under the panchanama. The investigation was made and Mr. Rokade was challaned under Section 134(1)(a)(b) read with Section 135 (I)(i) of the Customs Act, 1962 and under Section 5 of the Imports and Exports (Control Act, 1947). Mr. Rokade was acquitted under benefit of doubt by the Chief Metropolitan Magistrate on 28-7-1999. Thereafter, Mr. Rokade moved an application dt. 28-10-1999 to Dy. General Manager, AAI for regularization in service, in view of the judgment of the Hon'ble Supreme Court of India. The cut off date was fixed as 6-12-1996 by the Hon'ble Supreme Court. On the said date Mr. Rokade along with 12 others was not on the muster roll of the Contractor and hence, Mr. Rokade was not regularized. Mr. Rokade had moved the Hon'ble High Court of Mumbai *vide* W.P. No. 2090 of 2002 whereby the Asstt. Commissioner of Labour was directed to consider the dispute raised by Mr. Rokade. The conciliation failed and the present reference was made. It is contended by the AAI that the instant reference is not maintainable under Section 2(k) of the Act since the dispute was neither sponsored by the Union for its workmen nor by a majority of two workmen belonging to the class employed in the establishment of AAI. Mr. Rokade has not impleaded M/s. Royal Services under whom he worked lastly on 9-4-1990 and hence, the reference is bad. Further, Mr. Rokade was not given clear acquittal but was acquitted under benefit of doubt by the concerned Metropolitan Magistrate. Mr. Rokade was admittedly absent from the date of the arrest till the date of the judgment by the Metropolitan Magistrate and that he was not on the muster roll of the contractor on the cut off date i.e. 6-12-1996; hence he could not be considered for regularization. It is contended that the instant reference is liable to be dismissed in view of the judgment of the Apex Court in the case of Steel Authority of India. In fact, there was no termination of Mr. Rokade by AAI. He himself failed to

report for duty to the contractor and hence, he would be deemed to have abandoned the services with the contractor. On the pleadings of the parties, the predecessor in office framed the following issues on 22-3-2004 :

- (1) Whether Shri D.K. Rokade was employed by the Airports Authority of India as a Sweeper and his services stood terminated as a consequence of any order passed by it ?
- (2) (a) Whether the terms of reference show conclusively that it was made under Section 2(k) of Industrial Disputes Act ?
(b) Whether the reference made under Section 2(k) *ibid* was not maintainable because it is not covered by Section 2A of the Act ?
- (3) Whether the workman should have filed an application to implead the contractor ?
- (4) Whether the workman was entitled to relief of the reinstatement against the Airport Authority of India ?
- (5) What is the effect of Steel Authority of India vs. Natrural Water Front workmen ?
- (6) Whether D.K. Rokade is entitled to any relief ?

5. Mr. Rokade filed an affidavit of self in lieu of his examination in chief and he was cross-examined on 29-4-2004. He also filed the affidavit of Mr. Sunil Bapu Kamble and Mr. Laxmikant M. Mane in lieu of their examination in chief. Mr. Kamble was cross-examined on 24-10-2005 but Mr. Mane was withdrawn by Mr. Rokade himself *vide* application dt. 24-10-2005 with the permission of the Court.

6. The AAI filed the affidavit of Mr. N.P. Selvan, Senior Manager (Personnel) in lieu of his examination in chief. He was cross examined by the learned counsel for the workman on 7-3-2006.

The parties have filed the documents which are not in dispute and hence, they have been exhibited.

8. FINDINGS:

Issue Nos. 2(a) & (b) : The instant reference has been made by the Central Govt. under Section 2-A of Section 10 of the I.D. Act. The perusal of the terms of the reference leads to the conclusion that it is a reference under Section 2(k) of the Act, but it could not be dismissed as such or rightly being not raised by the Union on behalf of the workman. It is a dispute contested by Mr. Rokade himself in the capacity of self who is aggrieved by his non engagement in service by the AAI. The reference is to be decided on merits keeping in mind the respective contention of the parties. It is not liable to be thrown away under the influence that it is barred under Section 2(k) of the I.D. Act as alleged by the AAI.

9. **Issue No. 3 :** It is quite unnecessary for Mr. Rokade to move an application to implead the contractor to the present proceedings since Mr. Rokade does not want any relief from the contractor, he is not required under the law to implead the contractor. The contractor is not a necessary party and hence, the plea raised by the AAI that the contractor should have been impleaded is misconceived

and not tenable.

10. Issue Nos. 1, 4 and 5 : The facts are not in dispute in the present case. Admittedly, Mr. Rokade was working with the contractor on the relevant date i.e. 9-4-1990 for the AAI to work as Sweeper. He was in service of the contractor since 1987. Under the direction of the Honourable Supreme Court of India the process of regularization of contract labour was to be made by AAI and the cut off date was 6-12-1996. Admittedly, Mr. Rokade was arrested on 9-4-1990. He was bailed out by the Competent Authority and acquitted after full trial by the concerned Chief Metropolitan Magistrate on 28-7-1999 under benefit of doubt. It makes no difference whether a person is acquitted out rightly or acquitted under benefit of doubt. The result is the same that the accused stands acquitted. Its acquittal is not going to affect the merits of the instant case for the claim of Mr. Rokade regarding reinstatement/regularization in service. Admittedly, Mr. Rokade did not report to the contractor during the aforesaid long span of more than nine years from April 1990 to July 1999. Mr. Rokade never approached the Management of AAI during the aforesaid period for providing him a job for the reasons best known to him. Since Mr. Rokade was on bail during the course of trial, the proper approach for him was to have approached the contractor as well as the AAI for providing him a job. He was to be benefited for regularization under the direction of the Honourable Supreme Court but he lost that benefit since he was not on the muster roll of the contractor on the cut off date i.e. 6-12-1996. Mr. Rokade could not be deemed to be on muster roll on this cut off date under the law since he was absent from duty out of his own for a sufficient long period of more than nine years. He could not blame anyone for his absence. He could not now claim the benefit of the directions of the Honourable Supreme Court for regularization. His service would be deemed to be abandoned as the employer is not supposed to wait for a period of nine years for a person who absented himself from duty for no information. There is nothing on record to show that Mr. Rokade was ever denied the work by the contractor nor it is the case of Mr. Rokade that he approached the AAI for regularization before his acquittal by the concerned Metropolitan Magistrate. In this background, Mr. Rokade cannot be said to be an employee of AAI and hence, he is not a workman within the definition of 2(s) of the Act. There is no termination by the AAI and hence, it cannot be said that there is a violation of any of the provisions of the I.D. Act more particularly Section 25-F of the Act. The alleged termination of Mr. Rokade cannot be said to be a retrenchment and hence, the provisions of Section 2(pp) and 2 (bb) of the Act are not attracted.

11. In fact, the judgement of the Hon'ble Apex Court in the case of Steel Authority of India 2001 III CLR 349 stops Mr. Rokade from claiming any relief at this juncture for reinstatement/regularization from AAI. The Hon'ble Supreme Court has quashed the notification under Section 10 of the Contract Labour (Regulation and Abolition Act) 1970 and no fresh notification has been made by the Government since then. In this back ground, the contract

labour is not to be regularized now automatically. Mr. Rokade was to have the benefit of the Honourable Supreme Court for regularization but he failed to avail that since he was not on the muster roll of the contractor on the relevant cut off date i.e. 6-12-1996 since 9-4-1990 (date of arrest of workman) Had he been in the services of the contractor for the AAI, he would have definitely been benefited and regularized under the directions of the Honourable Supreme Court but he lost that claim since he ceased to be an employee of the contractor on the aforesaid cut off date. In view of the Judgement in the case of Steel Authority of India, Mr. Rokade is not entitled to any relief at this juncture by this Tribunal against AAI.

12. Keeping in mind the entire evidence available on record and the discussions made above, I conclude that Mr. Rokade was not employed by AAI nor he could be deemed to be the employee of AAI under the law nor he stood terminated as a consequence of any order passed by AAI. Mr. Rokade is therefore, not entitled for the relief of reinstatement regularization against AAI. The case of Mr. Rokade is further demolished by the judgement of Apex Court in the case of Steel Authority of India.

13. Issue No. 6 : In view of the aforesaid findings, Mr. Rokade is not entitled to any relief at all by this tribunal. The reference is accordingly dismissed.

14. An Award is made accordingly.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4958.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/10 ऑफ 2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-31012/13/2001-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4958.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/10 of 2002) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mumbai Port Trust and their workman, which was received by the Central Government on 30-11-2006.

[No.L-31012/13/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

Present : A. A. LAD, Presiding Officer

Reference No. CGIT-2/10 of 2002

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF
MUMBAI PORT TRUST**

The Chairman,
Mumbai Port Trust,
S.V. Road, Ballard Estate,
Mumbai- 400 038.

AND

THEIR WORKMEN

Shri Kesarinath R. Vaity,
At & Post Rangaon,
Tal. Vasai,
Distt. Thane.

APPEARANCES:

For the Employer : Mr. Umesh Nabar,
Advocate

For the Workmen : Absent

Date of Passing of Award : 13th September, 2006

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-31012/13/2001-IR(M) dated 21st January, 2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Mumbai Port Trust in terminating the services of Shri Kesari Nath R. Vaity w.e.f. 3-8-88 for allegedly producing false School Leaving Certificate mentioning therein that his caste as “Hindu Mahadeo Koli” instead of “Hindu Mangela Koli” is legal and justified? If not, what relief he is entitled to?”

2. In support of the said subject matter Second party has filed Statement of Claim at Ex-5 which was replied by the first party by filing Writing Statement at Exhibit-6. My Ld. Predecessor framed issues at Exhibit-10 on the basis of the pleadings. The reference was fixed for recording of evidence on the issues.

3. Roznama of the reference reveal that Second party is absent from 19-2-2003. Fresh notices were served on Second party by Exhibit-17 & 18, still he did not report in the reference. Nothing his absence, reference is disposed of by passing following order :

ORDER

Reference is disposed of for want of prosecution.

Mumbai, Dated 13-09-2006

A. A. LAD, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4959.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 97/2006)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-35011/3/2002-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4959.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 97/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cochin Port Trust and their workman which was received by the Central Government on 30-11-2006.

[No. L-35011/3/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

Present : Shri P. L. Norbert, B.A., L.L.B., Presiding Officer
(Wednesday the 8th day of November, 2006/
17th Kartika, 1928)

I.D. 97/2006

(I.D. 19/2002 of Labour Court, Ernakulam)

Workman/Union : The General Secretary,
Cochin Port Staff Association,
W/Island
Kochi-682 009.

Management : Adv. Shri S. Sreekumar
: The Chairman,
Cochin Port Trust,
W/Island
Kochi-682 003.
Adv. M/s Menon & Pai.

AWARD

1. This is a reference made by the Central Government under Section 10 (1) of the Industrial Disputes Act, 1947 for adjudication. The reference is :—

“Whether the management of Cochin Port Trust is justified in not paying the Overtime Wages to the Class-III and IV employees of the Cochin Port Trust in accordance with the Memorandum of Settlement dated 2-8-2000 and the prevailing rules on Time Wages and restricting the payment of overtime to 25% of monthly emoluments from 1-1-1998 to 3-11-2000? If not, to what relief the concerned workman are entitled?”

2. The facts in brief are as follows :

The union is claiming full wages for the overtime work from 1-1-1998 onwards. According to the union there was a settlement between five Major Ports of India and union of workers on 2-8-2000. The settlement was given

retrospective effect notionally from 1-1-1997 and effectively from 1-1-1998. However the management, disregarding the terms of settlement, restricted overtime allowance to 25% from 1-1-1998 to 4-11-2000. After many rounds of discussions on the point of overtime payment between management and union before Regional Labour Commissioner (Central), Ernakulam, there was an understanding between the parties to pay and receive O.T. allowance in full from 4-11-2000. With regard to O.T. allowance for the period from 1-1-1998 to 3-11-2000 the parties could not reach a settlement and hence a failure report was sent by RLC(C) to the Government. Hence this reference.

3. According to the management there was a settlement before the conciliation officer RLC (C) on 25-3-2002 in which it was decided that full O.T. allowance will be paid from 4-11-2000 onwards. Having arrived at a settlement which was signed by the parties it was not proper for RLC(C) to send a failure report to Government. The union had not pressed for their original demand for payment of full O.T. allowance from 1-1-1998 to 4-11-2000 in the light of the aforementioned settlement. Thus the dispute stands settled before the conciliation officer. In view of the Bipartite Settlement dated 2-8-2000 between the Major Ports in India and All India Federation of Employees the management had agreed to pay full O.T. allowance. Based on that, the Cochin Port Trust had issued an executive order on 4-11-2000, removing the restriction limiting O.T. to 25% of salary. Thereafter the employees are getting O.T. allowance in full without any ceiling. But it does not mean that the employees can reopen those cases which stood settled for a period of 7 years prior to 2000. At any rate there was a conciliation settlement in 2002 and no dispute subsists for adjudication.

4. In the light of the above pleadings the only point that arises for consideration is :

“Whether the workers are entitled to get O.T. allowance in full without any ceiling?”

The evidence consists of the documentary evidence of Exts. W1 to 10 on the side of union and Ext. M1 on the side of management.

5. The Point :

Ext. M1 is a Settlement between management of Major Ports in India and All India Federation of Employees signed on 2-8-2000. As per para 5 of the Settlement it has been given effect notionally from 1-1-1997 and effectively from 1-1-1998. The Settlement is to be in force till 31-12-2006. Paragraph 19 of the Settlement relates to O.T. allowance. It reads :—

“If any employee is asked by the management to work beyond prescribed working hours, O.T. allowance will be paid as per relevant laws governing the payment of this allowance and full payment will not be denied.”

In view of para 5 of the Settlement the provision with regard to O.T. allowance takes effect from 1-1-1998. However the management issued a Circular on 28-11-2000 stating that in

partial modification of the Circular dated 4-11-2000 all Class III & IV employees would be allowed O.T. allowance without specifying anything about the amount of allowance that the Port Trust intends to pay. Ext. W10 is the copy of Circular, dt. 28-11-2000 Ext. W9 is the Circular dated 4-11-2000. One of the clauses in that Circular reads :—

“Whenever the extent of O.T. allowance exceeds 25% of the emoluments due to operational requirements the Heads of Departments concerned should obtain specific sanction of the Chairman for payment of overtime allowance in excess of 25% of the emoluments.”

That means even after Ext. M1 Memorandum of Settlement and despite paragraph 19 with regard to O.T. allowance without restriction, the Cochin Port Trust by an administrative order limited payment of O.T. allowance to 25% of the emoluments of an employee. The union of Cochin Port Trust by Ext. W1 letter dated 20-11-2001 complained to RLC(C), Ernakulam about violation of terms of settlement. There was a discussion between the parties before RLC(C). Ext. W3 is the minutes of the discussion held on 25-3-2002. The third paragraph of the minutes reveals that the management had agreed to pay O.T. allowance in full from 4-11-2000 onwards, but did not agree to pay the same from 1-1-1998. However the union insisted for O.T. payment 1-1-1998 onwards even though they were willing to receive O.T. allowance in full from 4-11-2000 without conceding their claim. Hence the RLC(C) submitted a failure report to the Government. Ext. W3 minutes is signed by parties. At the same time that part of the claim that was agreed was reduced into a settlement and signed by the parties in the presence of RLC(C) on 25-3-2002 itself and it is Ext. W2. Therefore the contention of the management that the dispute was fully settled before RLC(C) and nothing more remained in order to raise an industrial dispute u/s-10 (1)(d) of I.D. Act, cannot be countenanced. Even in 2002, by Ext. W2 Circular, the Cochin Port Trust had restricted O.T. payment by clause 6 of the Circular. This is against Ext. M1 Settlement arrived at between Major Ports in India and All India Federation of Employees (para 19). As per that clause the management is bound to pay O.T. allowance in accordance with relevant laws. Besides, any restriction or ceiling on overtime allowance is against S-59 of Factories Act. Section 59(1) reads :

“where a worker works in a factory for more than 9 hours in any day or for more than 48 hours in any week he shall in respect of overtime work be entitled to wages at the rate of twice his ordinary rate of wages.”

Thus any restriction on O.T. allowance is against the provision of Factories Act and Clause 19 of Ext. M1 Settlement between parties. I have already mentioned that there was no final settlement of the dispute regarding O.T. allowance before RLC (C), but it was only partly settled. Even if for the sake of argument it is admitted that there was a final settlement to pay O.T. wages in full only from 4-11-2000 onwards still it is against Ext. M1 Settlement and

Factories Act. There cannot be any such settlement against the provisions of statute. Since the 2000 Settlement (Ext. M1) takes effect from 1-1-1998 and since the Port Trust has no case that all workers who had done O.T. work from 1-1-998 to 4-11-2000 were paid at the rate of twice their ordinary rate of wages, they are bound to make payment in accordance with law and in accordance with the terms of settlement referred supra. The restriction imposed is illegal and improper. The point is answered accordingly.

6. In the result, an award is passed finding that the action of the management in restricting O.T. allowance to 25% of emoluments of an employee for the period from 1-1-1998 to 3-11-2000 is illegal and cannot be justified and the workers who have done O. T. work during the said period are entitled to get full wages (twice the ordinary rate) for O.T. work. However there is no order as to cost. The award will take effect one month after its publication in the official Gazette.

(Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 8th day of November, 2006).

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Union : Nil

Witness for the Management : Nil

Exhibits for the Union :

W1—Photostat copy of letter dated 20-11-2001 from union to RLC(C).

W2—Photostat copy of Memorandum of Settlement dated 25-3-2002.

W3—Photostat copy of minutes of the discussion held on 25-3-2006 before RLC(C).

W4 - Photostat copy of letter dated 18-4-2002 from union to RLC(C).

W5—Photostat copy of Circular No. A8/158/OT/99 dated 26-4-2002 issued by Cochin Port Trust.

W6—Photostat copy of letter dated 10-5-2002 issued by RLC(C) to the Chairman, Cochin Port Trust.

W7—Photostat copy of letter dated 16-5-2002 from union to RLC(C).

W8—Photostat copy of letter No. 8(2)/2002-B-1 dated 30-5-2002 issued by RLC(C) to the Chairman, Cochin Port Trust.

W9—Photostat copy of Circular No. A8/158/OT/99/S dated 4-11-2000 issued by Cochin Port Trust

W10—Photostat copy of Circular No. A8/158/OT/99/S dated 29-11-2000 issued by Cochin Port Trust.

Exhibits for the Management :

M1—Memorandum of Settlement dated 2-8-2000 between Major Ports in India and All India Federation of Employees.

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4960.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल वेयर

हाऊस कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या एम.आई.एस.सी./ए.पी.पी.एल./01/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-42011/1/2001-आई आर(एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4960.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. Misc. Appl./01/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Ware House Corp. and their workman which was received by the Central Government on 30-11-2006.

[No. L-42011/1/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR.

Case No. Misc. Appl./01/2002 Date 02-11-2006

Shri S.S. Sharma
through General Secretary,
CWC Workers Union,
M.P., Raipur.

Versus

The Regional Manager & 1 otherNon Applicants

AWARD

This is an application for setting aside the award passed by CGIT, Nagpur in reference No. 58/2001 on 8-1-2002. It is the contention of the applicant that the advocate of the petitioner on 08-01-2002 appeared before the Tribunal at about 1.00 p.m. Because he was misguided by the General Secretary about the venue of the Tribunal. By the time the Tribunal had even passed the award rejecting his contentions and directing that the action of the management directing the applicant to apply for Earned Leave was just and proper. Thus according to him it was dismissed ex parte without hearing him and he applied for restoration of it.

I have gone through the records. It appears that the application for restoration was filed on 21-02-2002 which itself indicates that he must not have attended the Court on the day on which the award has been passed i.e. 08-01-2002. Obviously the reasons for attending late as misguidance of union representative seems to be unacceptable. Whatever it may be, nobody is appearing either on behalf of the petitioner or behalf of the management right from 15-05-2004. This itself indicates that the parties particularly the petitioner is not interested in proceeding with the Misc. Application. Hence this is disposed of for default of the applicant. Thus the award.

A. N. YADAV, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4961.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीईटी-2/55/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-30011/12/2002-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4961.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/55/2002) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 30-11-2006.

[No. L-30011/12/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI

PRESENT

A. A. LAD, Presiding Officer

REFERENCE No. CGIT-2/55 OF 2002

Employers in relation to the Management of Bharat Petroleum Corporation Ltd.

1. The Chairman & Managing Director
Petroleum Corporation Ltd.,
Bharat Bhavan, Ballard Estate,
Mumbai 400 038.
2. The General Manager (P & A),
Bharat Petroleum Corporation Ltd., Mahul
Refinery, Mumbai 400 074.

AND

Their Workmen

1. The General Secretary,
Petroleum Employees Union,
Rasayan Bhavan, Tilak Road, Dadar,
Mumbai 400 014.

2. The General Secretary,
Bharat Petroleum Karmachari Union.
C/o Anil Surve, Irani Chawl, 24/4,
Room No. 76, D.L. Marg, Kalachowki,
Mumbai 400 033.
3. The Vice President,
Petroleum Workman's Union,
Shramajeevi Avaz, 34, Sewree Cross
Road, Mumbai 400 015.
4. The President, Maharashtra General
Kamgar Union, 252, Janata Colony,
Ramnaranjan Narkar Marg, Gharkopart (E),
Mumbai 400 074.
5. The General Secretary,
BPC (Refinery) Employees Union,
Navfare Niwas, Mahul, Chembur,
Mumbai 400 074.
6. The Secretary,
Bhartiya Kamgar Karmachari Mahasangh,
5, Nivalkar Lane, 1st flr, Prathana Samaj,
Goregaon, Mumbai 400 004.
7. The General Secretary,
BPC (Process), Technicians & Analysts' Union,
G-9, Mahul Sea-Breeze Co-op. Hsg. Soc. Ltd.,
Nahari Colony, Mahul, Mumbai 400 074.
8. The President, Bharat Petroleum Corporation
Employees' Union (CITU), Kamgar Bhavan,
Uran-Panvel Main Road, At & Post: Bokadvira,
Tal. Uran, Dist. Raigad 400 702.

APPEARANCE:

FOR THE EMPLOYER : Mr. R.S. Pai, Advocate.

FOR THE WORKMEN :

- | | |
|--------------|-------------------------------|
| Union No. 1 | : Mr. Umesh Nabar, Adv. |
| Union No. 2 | : Mr. Umesh Nabar, Adv. |
| Union No. 3 | : Mrs. Gayatri Singh, Adv. |
| Union No. 4 | : Ms. K.N. Samant, Adv. |
| Union No. 5 | : Mr. I.R. Kulkarni, Adv. |
| Union No. 6. | : Mr. Jaiprakash Sawant, Adv. |
| Union No. 7 | : Mrs. Gayatri Singh, Adv. |
| Union No. 8 | : Ms. K.N. Samant, Adv. |

Date of reserving Award: 4th August, 2006.

Date of passing of Award: 12th October, 2006.

AWARD

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour by its Order. No.L-30011/12/2002-IR (M) dated 24th July, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the demand of the workmen for Self Lease Rent amount at the rate of 40% w.e.f. 1-6-1998 of the revised maximum notional Basic Pay in the respective grades and maintenance at the rate of 45% of the annual lease rent amount is justified? If not, to what relief the workmen are entitled?”

2. To substantiate the subject matter referred in the reference number of Unions, who are supporting the subject matter referred in the reference and claiming to direct the 1st Party not to discontinue Self Lease Scheme introduced by it for the welfare of the employees working there who are the members of the Unions have filed separate Statements of Claims. Out of them Petroleum Workmen's Union, which is playing major role in claiming the Self Lease Scheme which will hereinafter be called as “SLS”, have filed its Statement of Claim at Exhibit 12 contending that, it is a registered Union having major employees of the 1st Party as its members. The Company by name Bharat Petroleum Corporation Limited, which will hereinafter be called by that name Viz. “BPCL/Company”. Parliament passed a Bill in 1989 in respect of BPCL which was converted into a Law/Act by which certain benefits were extended to the workers of the 1st Party. Under the said Act employees were entitled to House Rent Allowances, which will be hereinafter called by that name viz. “HRA” which was fixed @ 25% from 17-01-1976 to 31st December, 1983 and @ 30% from 1-1-1984 of the basic salary of each employee. As per that HRA became the service conditions of the employees and all employees working with the 1st Party are entitled to HRA.

3. It is further contended that, since other similarly situated companies in the Petroleum Industry had provided certain facilities of residential accommodation to its employees, the BPCL also decided to have its own residential colony for its employees. Even employees raised demand in that regard with intention to have residence within the vicinity of the Company and its offices. Accordingly Indian Oil Corporation, Hindustan Petroleum Corporation provided residential accommodation by establishing its special colonies for employees near the Company premises. On the basis of that, the employees of BPCL also demanded such facilities. Ultimately Management agreed to provide such facilities which were over and above or similar to the benefits available under the HRA.

The Management offered a special scheme known as “Self Lease Scheme”, and as per that the Managerial staff and other similarly situated companies were also enjoying such special benefits under the scheme of Self Lease Scheme. As per it in case no residential accommodation was provided by the company HRA, was offered. Said facilities were enjoyed by the Managerial staff of the BPCL and since said facilities were not extended to workmen and clerical staff of the BPCL and in view of the discrepancy in the service conditions in this regard, the management decided to extend the said benefits to all workmen including clerical staff of the Company.

4. Accordingly on 22nd September, 1995 Company notified a Scheme known as “Self Lease Scheme” wherein the employees who owned, occupied and resided in their flat/house could lease the same to the Company and in turn receive a monthly rental and yearly maintenance charges from the Company. The period of the said lease was for a maximum period of ten years. The schedule was provided regarding the percentage of rent payable to the concerned employee. In the metropolitan areas the rental ceiling was 40% of the maximum basic salary. Union has annexed at Exhibit “A” copy of the circular in that regard. As per the said circular rent was payable on maximum basic salary. Moreover, Lease Agreement was for a maximum period of ten years. Said circular constitutes an agreement between the Company and its employees in respect of Self Lease Scheme. The SLS also contains the provision of calling upon the employees to submit their application, if they wish to avail the SLS. In furtherance of the said circular, Company entered into individual agreements with the employees. The agreement clearly specifies the period of lease and the percentage of rent payable to each employee. Union has produced at Annexure B a sample copy of the said lease agreement. Under the agreement signed between the Management and the concerned employee the agreement was to remain in subsistence till the date specified in each agreement or till the self-occupying employee ceased to be an employee of the Company. As per that agreement if employee availed for SLS the employee would have to forgo the HRA entitlement. The employees, therefore, had an option to avail for SLS or to continue to avail of HRA. Out of the total employees 48% availed SLS. Those employees who availed for HRA continued to avail the said benefits even after the Long Term Settlement. Those who availed SLS were required to be extended the benefits as mentioned in the Scheme dated 22-9-1995. Since SLS was in lieu of HRA, the SLS, therefore, also formed a part of service conditions. It is contended that it also forms part of LTD dated 25th September, 2001 as can be seen from Annexure II to the said LTS.

5. Under the circular dated 22nd September, 1995 the employees were to be paid total maintenance expenses covering various heads which were to be reimbursed on a

self-certification based on the actual subject to a maximum of 45% of the annual rent. This was to be paid once in a year on the 1st of June and employees were eligible to carry it forward one year's maintenance entitlement to the next year. The agreement signed between the Management and the respective employees also provided for payment of maintenance @ 45% as specified in the circular.

6. As provided in the circular issued by the Management referred above, various agreements were signed between the Management and the employees. As per that Management is supposed to revise the rent and maintenance charges after particular gap of period. In that premises the Management has no right to unilaterally reduce the benefits available to the employees under SLS. In the year 1996, the management and all the Unions in the Refinery Division signed a Long Term Settlement dated 21st May, 1996 for a period 1-1-1992 to 31-12-1996. Under the said settlement the wage scales and other benefits were revised. Accordingly the rent as provided under SLS was modified and revised depending on the revision in pay scales under the L TS dated 21st May, 1996 and similarly the maintenance charges were also revised and paid to the employees. But it was with retrospective effect from 1-1-1992 hence revision in pay scales under the said settlement were taken into consideration while calculating the rental ceiling under the SLS. This benefited the employees continued to enjoy continuously without any break from 1995 onwards.

7. It is further contended that, in the year 2001, Promotion Policy Settlement was signed on 26-11-2001. As per that employees were entitled to get increase in SLS as well as in maintenance. A fresh L TS was signed with all the Unions on 25th September, 2001. The said LTS had an open ended provision in respect of the revised pay scales under which a notional maximum basic salary was arrived at in the L TS. According to Union the rent payable to them under STS was @ 40% of notional maximum salary under the L TS dated 21st May, 1996 and thereafter under the LTS dated 25-9-2001. Since that being a long standing practice it was expected by the Union to continue the same. However, by circular dated 14-12-2001 the management arbitrarily and unilaterally reduced the percentage of rent from 40% to 30% in addition to freezing of maintenance charges. The said change was brought into force with retrospective effect from 31st December, 1996. The benefits accrued to an employee under any beneficial scheme cannot be reduced or frozen with retrospective effect as happened in the instant case. The benefits under the SLS have been extended to the employees from 1995 onwards till 14-12-2001 under which the percentage of rent ceiling was wrongly and illegally reduced. According to Union such a change cannot be effected without giving notice and without following due process of law. Management

arbitrarily cannot decide it without discussions and consent of the Union and the employees working there. Besides, there cannot be retrospective withdrawal of benefits as happened as per circular dated 14-12-2001. Said fact was brought to the notice of the 1st Party by making certain correspondence and agitating the point with it. Then the matter was referred to Regional Labour Commissioner (Center) who was unable to settle the subject matter. So he referred the same to the Government of India which in turn submitted it here for adjudication as referred above. So it is submitted that the decision taken by the 1st Party in reducing SLS as well as maintenance as per circular dated 14-12-2001 be declared illegal and void with directions to 1st Party to maintain it. It is also requested that the said circular dated 14-12-2001 be quashed and 1st Party be directed to pay rent and maintenance which was prevailing before the said circular dated 14-12-2001. It is also requested that the arrears of rent and maintenance should be paid to the employees from 1-1-1997.

8. Other Unions have made out rather similar type of contentions as are taken by above 2nd Party. 2nd Party Nos. 3 and 4 made it out its case by filing its State of Claim at Exhibit 13, by 2nd Party No. 9 by filing Statement of Claim at Exhibit 15, by 2nd Party NO. 4 at Exhibit 17, by 2nd Party No. 5 at Exhibit 22, by 2nd Party No. 6 at Exhibit 24, by 2nd Party No. 7 at Exhibit 25 and by 2nd Party No. 8 at Exhibit 26. 2nd Party Union No. 8 also filed documents at Exhibit 27 and 2nd Party Union 4 filed application to correct typographical mistakes in Statement of Claim at Exhibit 28.

8. The contentions of all these 2nd Parties are disputed by the 1st Party by filing separate and exhaustive written statements at Exhibits 30 to 36 replying to the Statements of Claims of each of the Union by common stand that, the benefits extended by the 1st Party in the name of SLS cannot be called as service conditions as presumed by the Unions in their respective Statements of Claims. It is stated that, it was a welfare scheme introduced by the 1st Party just to upgrade the status of the employees working with it. By introducing SLS in 1995 since it was a purely welfare scheme introduced by the Corporation for the benefit of its employees, the membership of the scheme was purely voluntarily. As it was a purely voluntary, it cannot become statutory obligation on the 1st Party to comply and continue it. Certain employees who owned houses and flats are benefited by it and as per that they were only entitled to get such a benefit under SLS. To avail such a facility employee has to enter into agreement of lease with the 1st Party. They must own house/flat. Such agreements are reduced in writing individually with each employees who have their own houses/flats. It was clearly stipulated in the Lease Agreements. The period was mentioned in the lease agreements. On the basis of the said discretionary powers, the Corporation vide its notice

dated 14th December, 2001 had announced the upward revision of monthly rental effective on and from 1-1-1997 or the date from which Union's members have been extended the said SLS.

9. The aforesaid upward revision in the rental ceiling announced vide notice dated 14th December, 2001 entitled the monthly rise of approximately Rs. 1385 to Rs. 2285 depending upon the grade in which the employee is employed. The Corporation, therefore, submitted that, such a upward revision announced by the Corporation pursuant to its' notice dated 14th December, 2001 is purely voluntary and is in consonance with the discretionary powers vested in the Corporation. Under the circumstances the said SLS or the aforesaid revision announced by the Corporation in the rental ceiling in terms of the lease agreement would not constitute any change in the service conditions or an industrial dispute within the meaning of said expression under Section 2(k) of the Industrial Disputes Act, 1947. Under the existing SLS benefits thereunder can be availed by the employee only in terms of a lease agreement entered into between the employee and the Corporation. As the said is discretionary, Corporation can make changes in it. It is not compulsory and binding on the Corporation to continue the same. Since it was a voluntary and discretionary Corporation cannot be obliged to continue it as expected by the Unions in their respective Statements of Claims. Since Management felt it not necessary to continue the said scheme, can very well withdrew it and accordingly by circular dated 14-12-2001 withdrew it which is just and proper and does not required to be disputed by the Unions as disputed in this reference. In fact Circular dated 14th December, 2001 cannot be the subject matter of the Industrial Disputes as it cannot fall under section 2(k) of the Industrial Disputes Act, 1947. All were not getting that benefit under the said SLS. So it cannot be called as service conditions. When all were not getting the benefit of SLS and when it was not a service condition it cannot be called a service condition. When it is not the service condition, the 1st Party can withdrew it as and when it deem fit. Besides, it can be noted that, there was an individual agreement between the concerned employees and the 1st Party. If at all it was a service condition, then why such an individual agreement was expected? So it is submitted that, since it is not a service condition, it does not fall under Section 9(a) of the Industrial Disputes Act, 1947 and as per it does not require to follow its procedure treated as a change. Since the Management felt it necessary to change it, it decided to change it. So it is submitted that the prayer prayed by the various Unions by filing various Statements of Claims contending that the Circular dated 14th December, 2001 be quashed and order to give benefits to the employees with retrospective effect from 1-1-1997, does not require to be considered and allowed.

10. In view of the above pleadings my Ld. Predecessor framed the Issues at Exhibit 49 which I answer as under:

Issues	Findings
1. Does management prove that Reference is not maintainable under Section 2K of the Industrial Disputes Act as averred in WS Para 1(a) (Exhibit 30)?	Yes
2. Whether the demand of the Workmen for Self-lease rent amount @ 40% of the revised maximum notional basic Pay in the respective grades w.e.f. 1.6.98 in respect of marketing division and 1-1-97 so far as Refinery Division is justified?	No
3. Whether the demand of the Workman on maintenance @ 45% of the Annual Lease Amount is justified?	No
4. What relief the workmen are entitled to?	Does not arise.

REASONS :

Issues Nos. 1 to 3 :

11. In this reference the decision taken by first party regarding SLS introduced by notification dated 22nd September, 1995 which was withdrawn by it vide circular dated 14th December, 2001 is under the challenge. As per SLS i.e. Self Lease Scheme the employees who were having their own houses/flats were getting rent benefit of 40% as per their basic and 45% maintenance yearly. Others who were not falling under that category are getting HRA. In fact concept was to provide houses. Since Company was unable to provide houses HRA was introduced. Thereafter some developments took place and SLS was introduced to certain employees who are having their own house/flat and as per that those are supposed to lease it to the 1st Party against which they were getting above benefits.

12. According to 2nd Party said SLS was introduced and as such it became custom and as per that employees who had leased their houses/flats are entitled to get the rent and maintenance charges as agreed by 1st Party even hereinafter. However, by circular dated 14th December, 2001 1st Party withdrew it and that too with retrospective effect from 1-1-1997. According to 2nd Party Union's 1st Party cannot do it and cannot make such a change without taking Unions into confidence or without giving notice of change under Section 9(A) of the Industrial Disputes Act, 1947. Whereas case of the first Party categorically is that, SLS was a welfare scheme introduced by it, just to benefit the

employees. Previously all employees were getting House Rent Allowance, as 1st Party was unable to provide the houses to them. Then this scheme was introduced by which employees who owned house/flat were getting 40% and 45% maintenance on their basic. As Company found it was not practicable and feasible to continue it, by circular dated 14-12-2001 withdrew it. At the most, by that, the employees who entered into agreement with 1st Party and who owned house/flat will be deprived of the said scheme but they will be entitled for HRA like others. Since SLS was special benefits offered by 1st Party to the particular employees who owned their house/flat at the most can be deprived of it and as such it cannot be called service conditions. Besides, it is not giving the benefit to all, so it cannot be called as a part of service condition as HRA became applicable to them. In case of HRA it is made applicable to all irrespective of who owns house/flat. But the employees who owns house/flat are only benefited by SLS, and since it is the welfare scheme it cannot be called as service condition and 1st Party can withdraw it as and when it fees it. Besides there was separate agreement with each employee who are having their such own flat/house. The meaning is that, there was an agreement between the 1st Party and such an employee and there were certain terms and conditions. So if we read the definition of 'service conditions' and the contents of the SLS by any stretch of imagination, it cannot be brought under the definition of "service conditions" as it was not beneficial to all employees working with the 1st Party and cannot be called it as service conditions. When it cannot be called 'service conditions' 1st Party can make changes to it without following due process of law and does not require to follow as expected under Section 9(a) of the Industrial Disputes Act, 1947 as it is not change in service conditions.

13. To support that 2nd Party Unions examined number of witnesses on their behalf more precisely affidavit of Satish. Kumar Nair is filed at Exhibit 61, by filing affidavit of Shankar Jairam Khiani at Exhibit 63, affidavit of Dattaprasanna Govind Joshi at Exhibit 66, by filing affidavit of Pandurang Dharmaji Tikam at Exhibit 69, by filing the affidavit of Prakash Haldankar at Exhibit 72, by filing the affidavit of Sandeep Ravendra Unkule at Exhibit 74, by filing the affidavit of Rajesh Baburao Thakur at Exhibit 78, by filing the affidavit of Sharad V. Magdum at Exhibit 79 and by filing the affidavit of Pravin J. Sawant at Exhibit 80. Said which are recountered by the 1st Party by examining Ramkrishnan Ramesh Nair by filing his' affidavit at Exhibit 86 who are cross examined by all the Unions through their respective Advocates. The Written submissions were made by Union No.4 at Exhibit 92, and by Union No.8 at Exhibit 93. They referred to some copies of citations which were replied by the 1st Party, through its Advocate, and submitted copies of number of citations by filing list at Exhibit 95.

14. As referred above number of witnesses were examined by Unions who were cross-examined by 1st Party and those witnesses have admitted that, there were individual agreements of each employees who were benefited under SLS. It is stated that, the 1st Party has given notice to all of them who had entered into agreement with 1st Party under SLS and 1st Party succeeded in proving that there was individual agreement under SLS by which the concerned employees who entered into agreement with 1st Party were benefited under SLS. It is also admitted by the 2nd Party witnesses that, House Rent Allowance is available to all employees. It is also admitted that if SLS is removed all those who have entered into agreement under SLS will be entitled to get HRA.

15. In that light if we peruse the contentions of the 1st Party and that of various Unions, according to me, SLS cannot be called as beneficial to all like HRA which is beneficial to all. In case of HRA there was no separation or specification or condition or qualification to claim it. The employees who were working with 1st Party were getting HRA on the basis of their basic. Whereas in case of SLS employees who owns house/flat are only entitled to get the rent and maintenance as per their basic. If that SLS is removed, it is an admitted position that, the employees who are covered under SLS are also entitled for HRA. So here question arises, if a particular benefit is given to a particular category and if that is removed whether it can be called service condition and change in service condition?

16. To decide that, if we refer to the copies of case laws produced by the Union and 1st Party it will help in distinguishing what is the 'service condition' and what is welfare scheme as claimed by 1st Party? The citation referred by Union No.5 published in AIR 1975 SC P: 1856 (Management of Indian Oil Corporation Ltd. vs. Its Workmen) observed that voluntary decision of management to grant some "Assam compensatory allowance" which was available to the employees working in the Refinery if withdrawn, then it becomes the subject matter of change as contemplated under Section 9(a) of the Industrial Disputes Act, 1947. But here it is to be noted employees working in Assam Oil Refineries, all were entitled to get the same compensatory allowance. Whereas employees before us are getting two types of allowances viz. Employees who were not having their own house/flat are getting HRA and who owns their house/flat were covered under SLS. In case of Management of Indian Oil Corporation Ltd. vs. its Workmen 9f the above referred case, that allowance was payable to all employees working in Assam Oil Refineries. If there is change and if that is withdrawn definitely said change will fall u/section of (A) of the Industrial Disputes Act, 1947 since it became service condition of workers working in Assam. So in my considered view the ratio of, above referred case (supra) does not qualify these

employees who are covered under SLS and can extract said benefit on that ratio as tried to. Another copy of citation referred by the same Union published in AIR 1979 SC 52 (Lilly Kurian vs. Lewina and ors.) tried to distinguish what is condition of service and there it is stated that, it includes everything from the stage of appointment to the stage of the termination of service and even beyond, and relates to matters pertaining to disciplinary action. Here before us is the subject which does not fall under that definition. Said was applicable for all. But here it was beneficiary for some group of employees. So that also does not help Union to treat this as a service condition to attract the protection under Section 9(A) of the Industrial Disputes Act, 1947. Another case law referred by the same Union published in 1994 6 SCC page 548 (Calcutta Electric Supply Corporation Ltd. vs Calcutta Electric Supply Workers' Union and ors.) reveals that, withdrawal of medical benefits made available is brought under service conditions and purely fall under section 9(A) of the Industrial Disputes Act, 1947. Here in that case also said medical benefits was available to all the employees irrespective of the fact whether they were of sound or weak and sick. There was no distinction to make applicable the medical benefits. Besides it was covered under the E.S.I. Act. If such benefits are withdrawn definitely it falls under Section 9(A) of the Industrial Disputes Act, 1947. But here, before us, is the withdrawal of SLS which was purely introduced by 1st Party as a welfare scheme and was not beneficial to all as happened in the above referred case. Same can be stated regarding the citation referred by the same Union published in AIR 1991 (Delhi) page 25 (M/s. Nibro Limited vs National Insurance Company Ltd.). Union No.4 referred to Xerox copy of citation published in 1968 II LLJ page 189 (Santoline Fernandez through Margarida' Gomes) vs Mackinnon Mackenzie & Co.) which does not require any different comments as that was made applicable as per the Act and which was withdrawn, will definitely become the subject matter of change as notified under Section 9(a) of the Industrial Disputes Act, 1947. But here SLS cannot be treated as a benefit available under any Act as happened in the above referred case (supra). Even citation referred by Union No.4 published in 1995 I LLJ page 814 (Calcutta Electric Supply Corporation Ltd. vs Calcutta Electric Supply Workers' Union & Ors.) is based on ESIC scheme which was introduced as per ESI Act. The benefit, which is in dispute in the reference before us is not introduced as per any Act. Same type of remarks can be made in respect of citation referred by the same Union, published in 2003 III CLR page 730 (Rajasthan) (Director, State Farms Corporation of India Ltd. vs. Judge, Industrial Tribunal and Labour Court) as that was in respect of change of service conditions. As in that project allowance was available which was applicable to all the employees and a change effected in it by withdrawal of it and will definitely

affected to all. But change made under the challenge does not affect to all as happened in the case which is before us. It affected only to particular employees. 1st Party relied upon Xerox copy of citation published in 1970(21) (SC) FLR page 350 (Indian Oxygen Ltd. vs Udaynath Singh Ors.) where proposal of sale of drums was introduced and then it was withdrawn which was challenged u/section 9(A) of the Industrial Disputes Act, 1947 which is not allowed as that was introduced as a welfare scheme and was one of the part by which employer intended to help the employees as happened in our case. Another copy of the citation, produced by the 1st Party, published in 2003(2) L.L.N. page 87 (Steel Plant Employees Union. Salem and Ors. vs. Steel Authority of India Ltd. reveals that the Authority by letter dated 28th December, 2001 circulated one letter declaring policy decision to offer a specified number of company constructed houses/flats to its employees/ex-employees, spouses/legal heirs of deceased employees and even to employees of other public sector undertakings in Salem Steel Township which was then withdrawn. It is observed that such a withdrawal cannot be called in violation of provisions of Section 9(A) of the Industrial Disputes Act, 1947 as happened in our case, as SLS was made applicable to particular employees and not to all. Another copy of citation, relied upon by 1st Party, published in 1991 SCC page 4 (Baruni Refinery Pragatisheel Shramik Parishad vs. Indian Oil Corporation Ltd.) where question of modification in standing order was disputed which was applicable to all. But in our case the proposal of withdrawal of SLS was affecting to particular area of employees and not affecting to all the employees as happened in that case. Even another copy of citation referred by Advocate for 1st Party, published in 1965 II LLJ page 687 (Bombay Port & Dock Employees Union and anr. vs. Meher (M.R.) and anr.) and citation published in 2003 2 SCC page 721, definitely distinguish what is 'condition of service' and in what way such a withdrawal attract the provisions of Section 9(a) of the Industrial Disputes Act, 1947.

17. So, if we consider all this, from all angles coupled with specific case made out by the 1st Party that since it was a welfare scheme and which was a discretionary withdrawal of it by the 1st Party does not attract Section 9(A) of the Industrial Disputes Act, 1947 it does not attract Section 9(A) of the Industrial Disputes Act, 1947. When it does not attract Section 9(A) of the Industrial Disputes Act, 1947 the 1st Party has right to make such change which cannot be the subject matter of the Industrial dispute and fall under Section 2(k) of the Industrial Disputes Act, 1947. As a result of that, members of all the 2nd Party's Unions are not entitled to get 40% rent and 45% maintenance for even which they were getting at the desire of the 1st Party, prior to 14th December, 2001. Accordingly I answer this issue to that effect.

ISSUE NO. 4:

18. When 2nd Party Union failed in showing that, SLS scheme withdrawn by 1st Party does not attract Section 9(A) of the Industrial Disputes Act, 1947 which is a discretionary power of the 1st Party to change it, and accordingly it changed it in my view 1st Party can change it as it was a welfare scheme. So in my considered view, Unions who are representing workers working with 1st Party are not entitled to get any relief. Hence, the order:

ORDER

Reference is rejected with no order as to its costs.

Mumbai,

12th October, 2006.

A. A. LAD, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2006

का.आ. 4962.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबंध में निम्नलिखित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/14/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-31012/5/2001-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 30th November, 2006

S.O. 4962.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/14/2002) of the Central Government Industrial Tribunal / Labour Court No. 2 Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman which was received by the Central Government on 30-11-2006.

[No. L-31012/5/2001-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. 2, AT MUMBAI

Present A. A. LAD, Presiding Officer

Reference No. CGIT-2/14 of 2002.

Employers in relation to the Management of

MUMBAI PORT TRUST

The Chairman,

Mumbai Port Trust

S.V. Road, Ballard Estate

Mumbai 400038

AND

THEIR WORKMEN

Shri Govind Mahadeo Gowari

At & Post Rangaon

Tel. Vasai

Distt. Thane.

APPEARANCE:

FOR THE EMPLOYER : Mr. Umesh Nabar,
Advocate

FOR THE WORKMEN : Absent

Date of passing of Award: 13th September, 2006.

AWARD

1. The Government of India, Ministry of Labour by its Order No.L-31012/5/2001/IR(M) dated 10th January, 2002 in exercise of the powers conferred by clause (d) of sub section(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management in terminating the services of Shri Govind Mahadev Gowari, ex-watchman w.e.f. 3-8-1999 for allegedly producing false School Leaving Certificate mentioning therein that his caste as “Hindu Mahadeo Koli” instead of “Hindu Mangela Koli is legal and justified? If not, to what relief he is entitled?”

2. In support of the subject matter referred in the reference second party has filed Statement of Claim at Ex-7 which was replied by the first party by filing Written Statement at Exhibit-8. My Ld. Predecessor framed issues at Exhibit-12 on the basis of the pleadings. The reference was fixed for recording of evidence on the issues.

3. However second party did not appear in the reference right from 19-12-2002. Notices were sent vide Exhibit 10, 11, 14, 15, 16, and 17, still it is pertinent to note that, second party had not reported in the reference. Noting his absence, reference is disposed of by passing following order:

ORDER

Reference is disposed of for want of prosecution.

Mumbai dated 13-9-2006

A.A. LAD, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 4963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्ट्री के प्रबंधन के संबंध में निम्नलिखित नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-62 ऑफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-12-2006 को प्राप्त हुआ था।

[सं. एल-40011/12/2002-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4963.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-62 of 2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Factory and their workman which was received by the Central Government on 1-12-2006.

[No.L-40011/12/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

PRESENT:

JUSTICE GHANSHYAM DASS, Presiding Officer

REFERENCE NO. CGIT 62 OF 2003

PARTIES:

Employers in relation to the management of Telecom Factory

And

Their workmen.

APPEARANCES:

For the Management : Mr. M.B. Anchan, Adv.

For the workman : Mr. J. P. Sawant, Adv.

State : Maharashtra

Mumbai dated the 21st day of November, 2006.

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section 1 of Section 10 of the Industrial Disputes Act 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No.L-40011/12/2002-IR(DU) dated 31-10-2003 The terms of reference given in the schedule are as follows:

“Whether the action of the management of Telecom Factory, Deonar, Mumbai in discontinuing the Transport Allowance w.e.f.

31-10-2001 to its employees without following any legal provisions is legal and justified? If not, to what relief the workmen concerned are entitled ?

2. The statement of claim has been filed by the National Federation of Telecom Employees BSNL Union (hereinafter referred to as the Union) and has contended that it is a Trade Union registered under the Trade Unions Act 1926 and is having its Circle Office at Telecom Factory Circle, Deonar, Mumbai -400088. It has got its members in the establishment of the Chief General Manager of Telecom Factory, BSNL, Deonar, Mumbai. It has contended that the workmen except the workmen who were provided accommodation by the Telecom Factory, Deonar (hereinafter referred to as Management) had been availing the benefit of subsidised Transport facility. If they desire to commute by Departmental Bus Transport from the place of Transport to the different Railway stations and vice versa and 40% of the cost incurred for this facility was being recovered from the monthly salary of the concerned commuter right from the year 1968. The said benefit had become a statutory form of employment of the workmen. The said term of employment has been settled by way of Settlement including the last settlement dt. 1-10-1993. The Management of Telecom Factory has been taken over by the BSNL w.e.f 1-10-2000 and the services of all the workmen employed in telecom factory in Mumbai had been transferred to BSNL with all existing terms of employment. The workmen had been receiving the Transport allowance w.e.f. 1-8-1997. The Management issued a notice of change under Section 9-A of the Industrial Dispute Act (hereinafter referred to as the Act) dated 9-10-2001 with a corrigendum dt. 12-10-2001 in the following terms:

- (i) The payment of Transport Allowances in respect of workmen of their Factory who are the commuters of the Departmental Bus Transport is stopped from the month of October, 2001. Consequently the Transport Allowance will not be drawn in the salary of October 2001 payable in October, 2001.
- (ii) The over payment made on this account till October, 2001 will be recovered from the salary in 12 monthly installments.

3. The Trade Union opposed to the aforesaid notice with the result the matter was put up for conciliation before the Asstt. Labour Commissioner (Central) I Mumbai. The conciliation proceedings ended in failure. Thereafter, the Management issued a circular dt. 8-5-2002 for implementation of the circular dt. 29-9-2001 for which the notice under Section 9-A had been issued by the Management. The Union demanded the cancellation of the aforesaid circular and issued a notice of strike dt. 10-5-2002.

4. Thereafter, the Asstt. Labour Commissioner-I, Mumbai issued the notice dt. 23-5-2002 informing for the conciliation proceedings under Section 12 of the Act on 24-5-2002. However, the Asstt. Labour Commissioner concerned disposed of the dispute as otherwise closed. The Union approached the Honourable High Court of Bombay *vide* writ petition No. 1156 of 2003 which allowed the writ petition *vide* order dt. 7-10-2003 and passed the following order:

- (a) Respondent No. 3 is directed to refer the industrial dispute for adjudication to the industrial tribunal under the provisions of I.D. Act within a period of eight weeks from today.
- (b) The industrial tribunal shall decide the industrial dispute referred to it as expeditiously as possible.
- (c) The Respondent No. 1 shall not recover the amounts from the workmen who have already received the benefits under the impugned circular until further orders of the tribunal.
- (d) If the workmen succeed before the tribunal they would be entitled to get the arrears as per the final orders of the tribunal.

In view of the aforesaid order of the Honourable High Court of Bombay the present reference has been made by the Government.

5. The Management has filed the written statement and contended that the statement of claim has been filed by National Federation of Telecom Employees, BSNL Union which was not a party before the Conciliation Officer. It is reported that the five Unions *viz.* (i) All India Telecom Employees Union, Line Staff and Group D (ii) All India Telecom Employees Union Class III (iii) All India P & T Industrial Workers' Union (iv) The P & T Mazdoor Union and (v) Telephone Workers' Union were the Unions before the Conciliation Officer. Hence, the present Union has no *locus standi* to contest the reference. It is contended that Government of India, Ministry of Finance, Department of Expenditure, *vide* letter No. 21(1)/97/E-iii (B) dt. 3-10-1997 on the recommendations of the IVth DPC granted payment of Transport allowance of Central Government Employees at different rates subject to one of the following terms and conditions i.e. the allowance shall not be admissible to those employees who have been provided with the facility of Government transport. It is contended that the eligibility specified for grant of Transport allowance shows that in order to get payment of Transport allowance, the Central Government employees must fulfill the laid down conditions. In this context, the Management felt that the workmen were not entitled for payment of Transport allowance. However, in order to ascertain the question of admissibility of Transport allowance to those employees availing the

Department Transport facility the Management referred the matter to the Department of Telecommunication, New Delhi *vide* letter dt. 27-2-1998. However, pending the final decision of the Department of Telecommunication on the reference, the Transport allowance was paid to all the employees including those employees availing transport facility as prescribed under the said O.M. dated 3-10-1997 with a view to maintain industrial peace. The Government of India, Deptt. of Telecommunication, New Delhi issued the order dt. 10-7-2000 informing the Management that the employees of the Telecom Factory availing Transport facility provided by the Government are not legible for grant of transport allowance and that the payment of transport allowance made to those bus commuters be stopped and the over payment already made to them be recovered. In pursuance to these orders the Management issued circular dt. 12-7-2000 to stop payment of Transport allowance to bus commuters and to recover the payment already made w.e.f. 1-8-1997. The five Unions functioning in the factory raised the dispute. Consequently, the Management issued notice under Section 9-A of the Act dt. 9-10-2001 with a corrigendum dt. 12-10-2001 and implemented it w.e.f. 31-10-2001 after following due procedure in that respect. The matter was opposed to by the five recognized Union before the Conciliation Officer concerned. The Conciliation proceedings ended in failure. The failure was submitted to the Government *vide* letter dt. 23-1-2002. The Government after considering the matter passed the order dt. 5-9-2002 holding that there was no industrial dispute. This order was challenged before the Honourable High Court of Bombay *vide* W.P. 1156 of 2003. The Hon'ble High Court of Bombay set aside the aforesaid order dt. 5-9-2002 and directed the Government to refer the matter to the Industrial Tribunal. Consequently, the matter has been referred to this Tribunal.

6. The Union has filed the rejoinder and has reiterated its stand.

7. The parties filed the document on record which are not in dispute. The First party filed the affidavit of I.A.G. Kamble in lieu of his examination in chief. He has been cross-examined by the learned counsel for the Management. The Management filed the affidavit of Shri. V. Narayanan, Asstt. General Manager Technical Officer (GM) in lieu of examination in chief. He has been cross-examined by the Management counsel for the Union.

8. I have heard the learned counsel for the parties and gone through the record. I have also gone through the written submissions filed by the learned counsel for the parties.

9. The first objection taken up by the Management to the effect that the Union has no *locus standi* to raise the dispute has got no merits at all in view of the statement

made by Mr. Kamble who has clarified the position that National Federation of Telecom Employees BSNL Union came into existence in 2004 and prior to that it was All India Telegraph Employees Union. Since NFT was not there it was not a party to the Conciliation proceedings. In fact, the dispute is contested by three Unions namely; All India Telegraph Employees Union Class-III, All India Telegraph Employees Union Gr. D and Line Staff and Bombay Tele Workers Union. The NFT was a party before the Honourable High Court of Bombay. Nothing has been shown by the Management to dislodge the *locus standi* of the NFT. Contrary to it, the Management witness admitted that NFT was a Union recognized by the Management and the recognition of earlier Five Unions came to an end.

10. Two points are to be considered in this reference. Firstly, as to whether the Management has rightly discontinued the payment of Transport allowance after following due procedure under Section 9-A of the Act and secondly, as to whether the Management is entitled to recover the payment towards Transport allowance made to the workmen from 1-8-1997.

11. It is clear on record that due procedure as provided under provisions of the Act has been followed by the Management by issuing proper notice under Section 9-A of the Act. There can't be any dispute of the fact that the facility given to the workmen for Transport allowance has become a term of condition of service in view of the acceptance of it by the Management since long and lastly accepting it in the settlement. This being the legal position the Management itself thought it proper to resolve the dispute by issuing a Notice of change under Section 9-A of the Act. A notice has accordingly been issued and it has been given effect to w.e.f. 31-10-2001. About the justification of the discontinuance of the Transport allowance even after issue of a notice under Section 9-A of the Act it can be very well said that the Management is justified in discontinuing the Transport allowance in view of the directions of the Government and more so for a solid reason that the question of payment of Transport Allowance to the workmen who are availing subsidized transport facilities does not arise. It is ridiculous that the workmen who are availing subsidized transport facilities are being given the transport allowance under the cover of the letter dt. 3-10-1997. The Management realized its mistake in this respect and sought clarification from the Government of India. The clarification is already available on record and it has been decided that the Telecom factory must stop the payment of Transport Allowance and recover the over payment.

12. In this view of the matter I find that the stoppage of Transport allowance w.e.f. 31-10-1997 has been rightly made after following due procedure under the Act by issuing a proper notice under Section 9-A of the Act.

13. Now the question which has to be kept in mind is as to whether the recovery of payment of Transport Allowance can be made from the workmen and the effect of the issuance of the Notice under Section 9-A of the Act can be made retrospective. I feel that the facility given to the workmen can be very well withdrawn by issuing a Notice of Change under Section 9-A of the Act but this Notice cannot be given effect with retrospectively. The Management has not filed any law to show that the Notice under Section 9-A of the Act can be given effect to retrospectively. I feel that the Honourable High Court of Bombay while deciding the Writ Petition No. 1156 of 2003 visualized this position and directed the Management not to recover the amount already paid to the workmen and ordered for payment of arrears if they are held entitled under the Industrial Dispute Act. Since a proper notice under Section 9-A of the Act has been issued and there is a justification for a stoppage of Transport allowance, the Management has rightly stopped the payment of Transport allowance but it has no right under the law to recover the payments already made to the workmen towards that count for the obvious reason the payments were not made for any fault of the workmen and notice under Section 9-A of the Act cannot be implemented with a retrospective effect.

14. In view of what has been discussed above, I conclude that the action of the Management of Telecom Factory, Deonar, Mumbai in discontinuing the Transport allowance w.e.f. 31-10-2001 to its employee is legal and justified but it has no right to recover the payment made towards Transport allowance prior to 31-10-2001.

Justice GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 4964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राष्ट्रीय कैमिकल्स एण्ड फर्टिलाइजरस् लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/36 ऑफ 2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-12-2006 को प्राप्त हुआ था।

[सं. एल-42011/63/1999-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4964.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/36 of 2002) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rashtriya Chemicals and

Fertilizers Limited and their workman, which was received by the Central Government on 1-12-2006.

[No. L-42011/63/1999-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

PRESENT : A. A. LAD, Presiding Officer

Reference No. CGIT-2/36 of 2002

Employers in relation to the Management of
RASHTRIYACHEMICALS & FERTILIZERS LTD.

The Executive Director,
Rashtriya Chemicals & Fertilizers Ltd.,
Priyadarshini Building, Sion,
Mumbai 400022.

AND

Their Workmen

The General Secretary,
RCF Employees' Union,
Tel. Rasayan Bhavan, Tilak Road,
Dadar, Mumbai-400014.

APPEARANCE:

For the Employer : Mr. R.S. Pai,
I/b. M/s. M.S. Bodhanwalla &
Co., Advocates

For the Workmen : Mr. A. S. Peerzada, Advocate

Date of passing of Award : 9th November, 2006

AWARD PART-II

The matrix of the facts as culled out from the proceedings are as under :

2. The Government of India, Ministry of Labour by its Order No. L-42011/63/99-IR(DU) dated 17th April, 2002 in exercise of the powers conferred by clause (d) of sub-section(1) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit, Mumbai by making five days to six days a week and change in working hours is justified? If not, what relief the workmen are entitled to?"

To support the subject matter in the reference, 2nd Party filed the Statement of Claim at Exhibit 8 which was disputed by the 1st Party by filing reply at Exhibit 9 where contention of maintainability of reference in this Tribunal was seriously taken up. On the basis of that Issues were framed by my Ld. Predecessor at Exhibit 14 treating the issue of maintainability of the reference as a preliminary issue. Said was decided by my Ld Predecessor by passing

Part I Award dated 11-8-2003 where my Ld. Predecessor observed reference is maintainable and directed parties to lead evidence on other Issues.

3. The said order was challenged by 1st Party by filing Writ Petition No. 2338 of 2003. Said was decided on 18th August, 2006 observing Central Government is not an appropriate Government but State Government and directed State Government to make a reference to the State Tribunal within 2 weeks from the said order and after making reference by the State Government, this Tribunal was directed to send records and proceedings of this reference to the State Tribunal within one week from the said reference.

4. Sending records and proceedings of this reference to State Tribunal was opposed by the 1st Party by filing Exhibit 40 whereas 2nd Party by application at Exhibit 41 requested to send records and proceedings of this reference to the State Tribunal as per the order of the Hon'ble High Court.

5. After hearing both, order is passed on Exhibits 40 and 41 and record and proceedings of this reference are ordered to be remitted to the State Tribunal directing Secretary of this Court to place it before Registrar, Industrial Court at Bandra, to place the said records and proceedings to the Court of Mr. N.M. Gosavi, Member, Industrial Tribunal, Bandra.

Order

In view of the order passed on Exhibits 40 and 41 reference is disposed off in this Court.

Mumbai,

9th November, 2006.

A. A. LAD, Presiding Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, AT MUMBAI**

Reference No. CGIT-2/36 of 2002

Rashtriya Chemicals & Fertilizers Ltd. ... First Party

AND

RCF Workmen Union ... Second Party

MAY IT PLEASE THIS HON'BLE COURT

The First Party abovenamed say and submit as under :

1. That the First Party abovenamed had earlier raised preliminary objections regarding maintainability of the reference before this Hon'ble Court on the following grounds :

- (i) That for First Party the appropriate Government as per SAIL Judgment of the Hon'ble Supreme Court is State Government and not the Central Government.
- (ii) That the Second Party abovenamed had filed Complaint (ULP) under MRTU & PULP Act on

the same issue and the same issue cannot be adjudicated in two forums as per Section 59 of MRTU & PULP Act.

2. This Hon'ble Court had rejected the above objections of the First Party vide Part-I Award dated 11-8-2003 and held that the reference is maintainable.

3. The First Party had challenged the above Part-I Award and filed a Writ Petition No. 2338 of 2003 before Bombay High Court.

4. Now the Hon'ble High Court has allowed Writ Petition No. 2338 of 2003 of First Party vide judgment dated 18-8-2006. The Copy of the said judgment is enclosed at Annexure-A.

5. In the said Judgment dated 18-9-2006 Hon'ble High Court has mentioned that "By consent of the parties hereto, there shall be a direction that the Central Government Industrial Tribunal shall within one week of the order of Reference transfer the records and proceedings in the pending Reference to the Industrial Tribunal to which a reference would be made by the State Government".

6. As per the said order of the Hon'ble High Court, the transfer of the records and proceeding can be done by consent of the parties, the First Party hereby does not agree for transferring the records and proceeding to State Government Industrial Tribunal as the trial of entire reference is to be held afresh by State Government Industrial Tribunal.

In view of above, This Hon'ble Court may please set aside the Order dated 22-7-2004 and any other orders passed by this Hon'ble Court in the abovenamed Reference and close the abovenamed Reference and do not transfer the records and proceeding to State Government Industrial Tribunal.

Mumbai,

Dated: 21-9-2006.

Advocates for the First Party

First Party

SUDHIR PARKHI, Dy. General Manager
(Pers & IR) Corp.

ANNEXURE 'A'

IN THE HIGH COURT OF JUDICATURE AT BOMBAY ORDINARY ORIGINAL CIVIL JURISDICTION

Writ Petition No. 2338 of 2003

Rashtriya Chemicals & Fertilizers Ltd., a Government of India undertaking, duly incorporated under the Companies Act, 1956, having its registered office at Priyadarshini, Eastern Express Highway, Sion, Mumbai-400022

...Petitioner

Vs.

1. RCE Employee's Union, a Trade Union, registered under the Trade Unions Act 1926 and also a recognized

Union under the provisions of Maharashtra Recognition of Trade Unions & Prevention of Unfair Labour Practices Act, 1971 having its registered office at Tel Rasayan Bhawan, Tilak Road Dadar, Mumbai-400014.

2. Shri S.N. Saundankar, Presiding Officer, Central Government Industrial Tribunal No. 2, having his Court at 1st floor, Shram Raksha Bhavan, Shiv Srushti Opp. 'Priyadarshini', Off. Eastern Express Highway, Sion, Mumbai-400022.

3. State of Maharashtra ... Respondents

Mr. J.P. Cama, Sr. Advocate with R.S. Pai, Advocate, i/b M.S. Bodhanwalla & Co., for the Petitioner.

Mr. A.V. Bukhari, Advocate i/b A.S. Peerzada for the Respondents Nos. 1 & 2.

Mr. P.M. Mokashi, AGP for Respondent No. 3.

Coram: Dr. D.Y. Chandrachud, J.

Date: August 18, 2006

ORAL JUDGMENT

This proceeding under Article 226 of the Constitution of India, has arisen out of an award of the Central Government Industrial Tribunal. The Tribunal rejected an Application filed by the Management, questioning the maintainability of a Reference under Section 10 of the Industrial Disputes Act, 1947. The ground taken in the application was that the appropriate Government under Section 2(a) is not the Central Government (which made the reference), but the State Government.

2. The controversy in the present case involves the question as to whether the Central Government is the appropriate Government, under Sec. 2(a) of the Industrial Disputes Act, 1947, in relation to Rashtriya Chemicals and Fertilizers Ltd. The Company is the petitioner before the Court and has submitted that the appropriate Government in its case under Sec. 2(a) is not the Central Government, but the State Government and that consequently, the Central Government Industrial Tribunal was in error in rejecting its application, questioning the maintainability of the Reference made to the Tribunal by the Central Government.

3. The dispute between the Petitioner and the First Respondent relates to the number of days that will constitute a working week in the establishments of the Petitioner at Trombay and Thal in the State of Maharashtra. Initially, a settlement was entered into on 23rd August, 1985 and 17th February 1987, by which the management agreed to a working week of five days in respect of the units to which those settlements related. The Management issued a notice of change on 30th June, 1988 under Sec. 9A of the Industrial Disputes Act, 1947, proposing to re-introduce a six day working week. Proceedings took place in conciliation. The Ministry of Labour of the Government of India, by its letter dated 31st January, 2001 refused to

make a Reference to adjudication. The first Respondent challenged the decision of the State Government, in proceedings under Article 226 of the Constitution of India, before this Court. A Division Bench of this Court by its judgment dated 28th June, 2001, held that the Central Government was not justified in entering upon the merits of the dispute, and accordingly quashed and set aside the decision of the Central Government, declining to make a Reference. The Union of India, which was impleaded as the First Respondent was directed to refer the dispute raised by the Petitioner Union to the Industrial Tribunal under Sec. 10(1) of the Industrial Disputes Act, 1947. The Division Bench, however, declined to stay the notice of change that was issued by the Petitioner and an ad-interim stay granted during the pendency of the petition was vacated. In compliance of the order of this Court, the Central Government made a Reference under Section 10, on 22nd April, 2002.

4. The petitioner raised a preliminary objection to the maintainability of the Reference on 29th August, 2002, *inter alia* on the ground that in view of the judgment of the Supreme Court in *Steel Authority of India Vs. National Union Water Front Workers*, (2001 III CLR 349), the Appropriate Government in respect of the Petitioner would not be the Central Government but the State Government. The Industrial Tribunal dismissed the Application, holding that the Petitioner is a Government of India undertaking, over which the Central Government exercises full control. The Industrial Tribunal relied upon the decision of the Supreme Court in—*Hindustan Aeronautics Ltd. Vs. Hindustan Aero Canteen K. Singh* [2002(95) FLR 1178] in support of its conclusion that it was the Central Government which was the appropriate Government. Consequently, the Application was dismissed. The award passed by the Industrial Tribunal is challenged under Article 226 of the Constitution of India.

5. The central point in the present proceeding, upon which the outcome of the case will turn relates to the construction of the provisions of Section 2(a) of the Industrial Disputes Act, 1947. The power to make a Reference under Sec. 10(1) is conferred upon the Appropriate Government and therefore, the meaning that is to be ascribed to that expression will depend upon the interpretation of Section 2(a). Section 2(a)(i) *inter alia* provides that the Central Government is the appropriate Government in relation to an industrial dispute concerning industries carried on by or under the authority of the Central Government. Thereafter, a large number of industries have been specifically mentioned by name. In relation to any other industrial dispute, it is the State Government which is the appropriate Government. The question that arises for consideration before this court is whether the Petitioner is, within the meaning of Sec. 2(a)(i), any industry carried on by or under the authority of the Central Government. If it is, the Appropriate Government, would be the Central

Government. It is not, the Appropriate Government would be the State Government.

6. The provisions of Sec. 2(a)(i) came up for consideration before the Supreme Court in *Heavy Engineering Mazdoor Union Vs. State of Bihar & Ors.* [1969(i) Supreme Court Cases 765]. The Corporation before the Supreme Court in that case, was a company incorporated under the Companies Act 1956 and the share capital was contributed and registered in the name of the Central Government. The Memorandum of Association and Articles of Association conferred large powers on the Central Government, including the power to give directions in regard to the functioning of the company. The wages and salaries were determined in accordance with the directions of the Central Government. The Directors were appointed by the President of India. The State of Bihar referred an industrial dispute, on the question as to the number of holidays in a month to the Industrial Tribunal for adjudication. One of the Unions questioned the validity of the Reference on the ground that the Appropriate Government to make the Reference was the Central Government and not the State Government. The Supreme Court held that it was undisputed that the Corporation was a Company incorporated under the Companies Act, 1956 and it was the Company which carried on the undertaking. Hence, the undertaking was not carried on directly by the Central Government or by one of its departments as in the case of the Post and Telegraphs or Railways. The industry was, therefore, not carried on by the Central Government. The issue, that however, arose before the Supreme Court was whether the industry was carried on under the authority of the Central Government. Rejecting the contention that the Heavy Engineering Corporation was an industry carried on under the authority of the Central Government, the Supreme Court held that the company derived its powers and functions by virtue of its Memorandum and Articles of Association. The mere fact that the entire share capital of the Company was contributed by the Central Government did not make any difference to the position. The Supreme Court held as follows:

“A person is said to be authorised or to have an authority when he is in such a position that he can act in a certain manner without incurring liability, to which he would be exposed but for the authority, or, so as to produce the same effect as if the person granting the authority had for himself done the act. The word “under the authority” mean pursuant to the authority, such as where an agent or servant acts under or pursuant to the authority, of his principal or master. Can the respondent-company, therefore, be said to be carrying on its business pursuant to the authority of the Central Government? That obviously cannot be said of a company incorporated under the Companies Act whose

constitution, powers and functions are provided for and regulated by its memorandum of association and the articles of association. An incorporated company, is well known, has a separate existence and the law recognises it as a juristic person separate and distinct from its members. This new personality emerges from the moment of its incorporation and from that date the persons subscribing to its memorandum of association and others joining it as members are regarded as a body incorporate or a corporation aggregate and the new person begins to function as an entity."

The following principles of law emerge from the decision in *Heavy Engineering Corporation* : (i) Though the Central Government may have contributed the share capital of an incorporated company and extensive powers are conferred on the Government, if those powers are derived from the Memorandum of Association and Articles of Association and not by reason of the company being an agent of the Central Government, the Company cannot be regarded as a company carried on under the authority of the Central Government;

(ii) The question as to whether a Government company is carried on under the authority of the Central Government will depend upon the existence or non-existence of the relationship of agency between the Company and the Government. Whether the relationship of agency exists in the facts of a particular case would fall for determination upon a consideration of all the circumstances;

(iii) Where a statutory provision sets up a Corporation such a Corporation can easily be identified as the agent of the State. However, in the absence of a statutory provision, a commercial corporation carrying on its own behalf activities in the nature of business would not ordinarily be presumed to be an agent of the State, even though it is controlled wholly or partially by a Government Department;

(iv) The inference of the Corporation being an agent of the State may be drawn where it is performing substantial Governmental, as distinguished from commercial functions.

7. The decision in *Heavy Engineering* was followed by three other decisions. The first of them was the judgment in *Hindustan Aeronautics Ltd. Vs. The Workmen & Ors.* (1975) 3 SCC 679, where following the decision in *Heavy Engineering* case, the Supreme Court held that the Government of West Bengal was entitled to make a reference in respect of the establishment of the aforesaid company to adjudication where there was a likelihood of a disturbance of industrial peace in the territory of the State. The appropriate Government concerned was held to be the State Government. The Second decision was in *Rashtriya Mill Mazdoor Sangh Vs. Metal Mills Nagpur* (1984 Suppl. ACC 443) in which the Supreme Court held that the

appointment by the Central Government of an authorised controller to replace the Management of the Mills under Section 18-A of the Industries (Development & Regulation) Act, 1951 would not render that industrial undertaking as being carried on by or under the authority of the Central Govt. The third decision was in *Food Corporation of India Vs. Dock Workers Union* [AIR 1985 SC 488], where the Supreme Court held that the State Government was the appropriate Government pertaining to the Regional Offices and Warehouses of FCI situated in various States.

8. The question as to whether the Central Government or the State Government would be the appropriate Govt. in the context of the provisions of section 2 (1) (a) of the contract Labour (Regulation & Abolition) Act, 1970 came up for consideration before a Bench of three learned Judges of the Supreme Court in *Air India Statutory Corporation Vs. United Labour Union & Ors.* [1997 I CLR 292]. The Supreme Court held that the expression "control" was required to be interpreted in the changing commercial scenario particularly having regard to Constitutional goals and perspectives. The Court held that the interpretation of the expression "appropriate Government" must derive sustenance from public law principles. The Supreme Court held that the decision in the *Heavy Engineering* case had narrowly interpreted the expression "appropriate Government" and was to that extent incorrect. The view that was taken in *Air India* was that the judgment in *Heavy Engineering* was based on a concession.

9. The correctness of the decision in *Air India* inter alia with regard to the interpretation of the expression "appropriate Government" was referred to a Constitution Bench of the Supreme Court. In *Steel Authority of India Vs. National Union Water Front Workers* 2001 III CLR 349 the issue was set at rest. The Supreme Court held that the concession in *Heavy Engineering Corporation* was in regard to whether corporation was carried on by the Central Government and not on the question whether it was carried on under the authority of the Central Government. The judgment in *Steel Authority* lays down the principle that the question as to whether a body corporate is State within the meaning of Article 12 or is an instrumentality of the Central or State Government, is not determinative of the question as to whether it is an industry carried on by or under the authority of that Government. The Supreme Court held thus—

"To hold that the Central Government is "the appropriate Government" in relation to establishment, the court must be satisfied that particular industry in question is carried on by or under the authority of the Central Government. If this aspect is kept in mind it would be clear that the Central Government will be the "appropriate Government" under the CLRA Act and the I. D. Act provided the industry in question is carried on by a Central Government company an undertaking under

the authority of the Central Government. Such an authority may be conferred, either by a statute or by virtue of relationship of principal and agent or delegation of power. Where the authority, to carry on any industry for or on behalf of the Central Government, is conferred on the Government company or an undertaking by the Statute under which it is created, no further question arises. But if it is not so, the question that arises is whether there is any conferment of authority on the Government company or an undertaking by the Central Government to carry on the industry in question. This is a question of fact and has to be ascertained on the facts and circumstances of each case."

(emphasis supplied).

The Supreme Court upheld the correctness of the view taken in its decisions in Heavy Engineering Corporation, Hindustan Aeronautics, Rastriya Mill Mazdoor Sangh and Food Corporation of India and held that the interpretation placed in *Air India* on the expression "appropriate Government" did not reflect the correct position in law.

9. The position therefore, that emerges from the line of precedent is that the question as to whether a company can be regarded as being carried on by or under the authority of Central Government under S. 2(a), cannot turn on the question as to whether it is an instrumentality of the Central Government or State Government under Art. 12 of the Constitution of India. An industry may be regarded as carried on by the Central Government when it is carried on directly by the Central Government as for instance by a department of the Government. The question as to whether an industry is carried under the authority of the Central Government has to be decided on the basis of the facts of each case. The facts, in order to sustain such an inference, must demonstrate a relationship of principal and agent or a delegation of power by the Central Government for carrying on the industry. Where a statutory provision under which the body corporate has been constituted, confers such power, the matter may then be at an end. In the absence of any statutory provision to that effect, the circumstances of the case must demonstrate a relationship of principal and agent before an inference that an industry was carried on under the authority of the Central Government can be made. Ordinarily, the presumption is that a Corporation which carries on commercial functions is not carried on under the authority of the State. Here again the circumstances may justify a different inference where the Corporation carries on governmental functions.

10. The Tribunal in the present case has rested its decision on the basis that the petitioner is a Government of India undertaking and Central Government exercises full control. This is plainly not a determinative circumstance for coming to the conclusion that the Corporation is carried

on under the authority of the Central Government. The control which the Central Government exercises is control referable to the Memorandum and Articles of Association. The fact that the Central Government holds 92.5% of the share capital again is not dispositive, in view of the law laid down by the Supreme Court. The power of the Central Government to nominate directors is a power conferred by the memorandum and by the Articles of Association. Plainly, on the facts of this case, there was nothing before the Industrial Tribunal and nothing before this Court to demonstrate the existence of a relationship of principal and agent. Consequently, it is impossible to draw the inference that the petitioner is carried on by or under the authority of Central Government, within the meaning of Section 2 (a) (i) of the Industrial Disputes Act, 1947. In the circumstances, the Industrial Tribunal was clearly in error in dismissing the application, questioning the maintainability of the Reference on this ground.

11. On behalf of the first Respondent, however, it has been submitted that the Reference in the present case was made in pursuance of the order of this court of 28th June, 2001 which was rendered at a time when the law laid down by the Supreme Court in *Air India* (supra) held the field. The judgment in *Steel Authority* was delivered by the Constitution Bench on 30th August, 2001 and the Reference in the present case was made on 17th April, 2002. On the behalf of the First Respondent reliance has been placed on the summation by the Supreme Court in paragraph 121 of the judgment in *Steel Authority*, which is to the following effect—

"We over-rule the judgment of this Court in *Air India*'s case (supra) prospectively and declare that any direction issued by any industrial adjudicator/ any Court including High Court for absorption of contract labourer following the judgment in *Air India*'s case (supra), shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final."

It was submitted before the Court that the decision in *Air India* was overruled prospectively and the declaration which has been issued in the subsequent part of the aforesaid observation may be read disjunctively from the first part of the observation. It is not possible to accept the submission. In paragraph 6 of the judgment in *Steel Authority*, the Supreme Court formulated the points which arose for consideration before the Constitution Bench in the following terms—

"The three points arise for determination in these appeals :

- (i) What is the true and correct import of the expression "appropriate government" as defined in Clause (a) of sub-section (1) of

Section 2 of the CLRA Act;

- (ii) Whether the notification dated December 9, 1976 issued by the Central Government under Section 10 (1) of the CLRA Act is valid and applies to all Central Government companies; and
- (iii) Whether automatic absorption of contract labour, working in the establishment of the principal employer as regular employees, follows on issuance of a valid notification under S. 10 (1) of the CLRA Act, prohibiting the contract labour in the concerned establishment."

2. The judgment in *Air India* had construed the definition of the expression "appropriate government" for the purposes of the Contract Labour (Regulation & Abolition) Act, 1971 and held that the appropriate government in that case was the Central Government. In the *Air India* case the Court had also held that upon abolition of contract labour, the intermediary contractor is removed from the scene with the result that a direct relationship of employer and employee is established between the contract workmen and the principal employer. The correctness of the decision in *Air India* fell for consideration of the Constitution Bench in *Steel Authority*. The judgment in *Air India* was over-ruled. The observation of the Supreme Court however indicate that the decision in *Air India* was over-ruled prospectively and that a direction issued by an Industrial Adjudicator or by any Court for the absorption of Contract labour would not stand set aside even if it was based on the decision in *Air India*'s case, if such a direction had been given effect to and had attained finality. These directions of the Supreme Court make it abundantly clear that the Court did not intend to un-settle those cases where, based on the decision in *Air India* directions in the matter of absorption had been given effect to and had attained finality. The impact of the judgment in *Steel Authority* is that it lays down what should be the correct interpretation of the expression "appropriate government", for the purpose of Sec. 2 (a), since the definition in the Contract Labour (Regulation & Abolition) Act, adopts a definition corresponding to the provisions of the Industrial Disputes Act, 1947. It is impossible for this Court to come to the conclusion that the interpretation that has been placed by the Supreme Court, on the expression "appropriate government" under Sec. 2 (a) of the Industrial Disputes Act, 1947 would only be prospective. In fact the observations quoted earlier are a sufficient indicator of the fact that the Court placed beyond the pale of consideration only those cases in which a direction in regard to absorption which had been issued by an adjudicator or a Court had attained finality and had been implemented. These observations in fact militate against accepting the contention of the first respondent that the interpretation of the Supreme Court in regard to

the meaning of the expression "appropriate government" under Section 2(a) (i) would not apply to a pending reference.

13. The learned counsel on behalf of the Respondent relied upon the judgment of this Court in *Saudi Arabian Airlines Vs. Shehnaz Mubhatkal (Ms.) & Another* [1999 II L. L. J. 125]. That was a case where the expression "appropriate government" was amended by the Industrial Disputes (Amendment) Act, 1996, which was brought into force from 11th October, 1995, prior to the amendment the only airline industries which fell within the ambit of Sec. 2 (1), were *Air India & Indian Airlines*. As a result of the amendment, air transport services were brought within the fold of Sec. 2 (a) (i). The reference was in that case made to adjudication before the amendment. This Court held that the principles contained in Section 6 of the General Clauses Act, 1987 were attracted and the amendment itself was not retrospective. Now, it is a well settled principle of law that an amendment of substantive law is presumed to be prospective, unless Parliament or the state legislature have expressly or by necessary implication made the amendment retrospective. In that case there was nothing to indicate that the legislature had intended to make the amendment retrospective. Therefore, it was held that it would not affect the authority of a Reference made before the amendment. That apart, it is also evident from the judgment of this court that the Labour Court had in fact proceeded to pass an award, and no objection to the jurisdiction of the Court was squarely raised either in the pleadings before the Trial Court or before this Court. Another decision relied on behalf of the first Respondent was the decision of the Gujarat High Court in *Indian Oil Corporation Vs. Mahendrabhai R. Patel* [1987(54) FLR 490]. That case was again one where the definition of the expression "appropriate government" was altered on the basis of a notification. The notification necessarily being an administrative instrument would have prospective effect. In the present case, it is abundantly clear that the only transactions which were intended to be saved were those in which based on the decision in *Air India*'s case orders of absorption had been fully implemented and were final.

14. In the circumstances, the Tribunal was clearly in error in rejecting the application questioning the maintainability of the Reference. The appropriate government under Section 2(a) in so far as the petitioner is concerned, is the State Government and not the Central Government. Hence, it is the State Government which is competent to make a Reference under Section 10 of the Industrial Disputes Act, 1947. The consequence therefore is that it would now be for the State Government to make a reference to adjudication. The delay involved in the First Respondent moving the State Government and the State Government passing orders can be obviated by appropriate directions in these proceedings. There is merit in the submission urged on behalf of the First Respondent that it

will be open to the Court while disposing of this petition, to mould the reliefs to obviate the hardship that would be caused to the workmen as a result of the long pendency of the dispute. The learned counsel appearing on behalf of the Petitioner has also fairly assisted the Court in joining the submission which was made on behalf of the First Respondent that the State Government which is the "appropriate government" be impleaded as a party to this proceeding, so that directions can be issued to the State Government to make a reference to adjudication. The Petitioner was allowed to amend the petition accordingly. The learned AGP has appeared in this proceeding. The underlying purpose and spirit of the order passed by the Division Bench of this Court on 28th June, 2001 was that the industrial dispute should be expeditiously resolved by the competent industrial forum. The judgment of the Supreme Court in Steel Authority which has been delivered after the order of the Division bench necessitates that a reference be made by the State Government which is the Appropriate Government.

15. Both the learned counsel for the petitioner and the First Respondent have agreed to a direction that the State Government shall make a Reference for adjudication in terms of Section 10(1) of the Industrial Disputes Act, 1947, of the following dispute:

"Whether the action of the management of Rashtriya Chemicals & Fertilizers Ltd. Trombay & Thal Units, in increasing the five day working week to a six day working week and in changing the working hours is justified? If not, what relief are the workmen entitled to?"

16. The State Government shall accordingly make a reference in the aforesaid terms under Section 10(1) of the Industrial Disputes Act, 1947 within a period of two week. By consent of the parties hereto, there shall be a direction that the Central Government Industrial Tribunal shall within one week of the order of Reference transfer the records and proceedings in the pending Reference to the Industrial Tribunal to which a Reference would be made by the State Government. The parties or any of them, will place a copy of this judgment on the record of the Central Government Industrial Tribunal together with the order of reference that is issued by the State Government to enable the Central Government Industrial Tribunal to proceed to transfer the papers and proceedings. On the request of the petitioner, it is clarified that it will be open to petitioner to apply before the Industrial Tribunal for adducing evidence. The rights and contentions of the parties on merits as well as the contentions of the Petitioner, with reference to the provisions of Section 59 of the MRTU & PULP Act, 1971 are kept open, to be decided in the reference. The Tribunal shall make an endeavour to dispose of the Reference expeditiously and preferably within a period of one year from the date of the Reference. The Tribunal shall decide

all the issues that have been raised in its final award. The impugned order of the Tribunal is quashed and set aside. This petition is accordingly disposed of. No orders as to costs.

[Dr. D. Y. CHANDRACHUD, J.]

REF, CGIT-2/36 OF 2002

ORDER ON EXHIBITS 40 AND 41

By filing application, Exhibit 40, 1st Party i. e. Rashtriya Chemicals & Fertilizers Ltd. intimated that Hon'ble High Court while deciding Writ Petition No. 2338 of 2003, which was preferred by it on the Order of this Tribunal dated 11th August, 2003 observed that, reference is not maintainable in the Central Industrial Tribunal as the Central Government is not an appropriate Government, but the State Government. Further Hon'ble High Court observed that, "by consent of the parties the Central Government Tribunal shall within one week of the order of reference, transfer the record and proceedings in the pending reference to the State Industrial Tribunal to which the reference will be made by the State Government." According to 1st Party, they did not wish to give such a consent to transfer the record and proceedings of this reference as State Tribunal has to conduct a fresh trial of entire reference.

2. This is objected by the 2nd Party Union by filing application at Exhibit 41 stating that, Hon'ble High Court in Writ Petition No. 2338 of 03 observed "State Government is an appropriate Government and not Central Government." It is also gave directions to State Government to make a reference within two weeks from the date of the reference by State Government order. After making reference Central Government Industrial Tribunal should transfer all records and proceedings of this reference to the State Tribunal to which reference would be made. State Government has made reference to State Tribunal by passing Order on 3rd October, 2006 by naming Mr. N. M. Gosawi, Member of the Industrial Tribunal who will conduct and decide the said reference. According to Union now question of consent of 1st Party to transfer Record and Proceedings of this reference does not arise. In fact by consent Hon'ble High Court passed an order directing the State Government to make a reference to the State Industrial Tribunal and accordingly the State Government has made a reference by passing order dated 3-10-2006 and this Tribunal has only to send record and proceedings to enable the State Tribunal to adjudicate on the subject matter of the reference.

3. Heard both. Perused copy of judgment of Hon'ble High Court passed in Writ Petition No. 2338 of 2003 more precisely paragraphs 15 and 16.

4. According to me beginning of paragraph 15 give way in this contingency which reads like this :

"Both the learned counsel for the Petitioner and the First Respondent have agreed to a direction that the

State Government shall make a Reference for adjudication in terms of Section 10 (1) of the Industrial Disputes Act, 1947.....”

“Whether the action of the management of Rashtriya Chemicals & Fertilizers Ltd., Trombay & Thal Units, in increasing the five day working week to a six day working week and in changing the working hours is justified? If not, what relief are the workmen entitled to?”

5. Then in paragraph 16 Hon'ble High Court has stated that :

“The State Government shall accordingly make a reference in the aforesaid terms under Section 10 (1) of the Industrial Disputes Act, 1947 within a period of two weeks. By consent of the parties hereto, there shall be direction that the Central Government Industrial Tribunal shall within one week of the order of Reference transfer the records and proceedings in the pending reference to the Industrial Tribunal to which a reference would be made by the State Government.”

6. First Party's Advocate placed reliance and stressed on the above underlined directions where Hon'ble High Court has stated :

“By consent of the parties hereto, there shall be a direction that the Central Government Industrial Tribunal shall within one week of the order of Reference transfer the records and proceedings in the pending reference to the Industrial Tribunal to which a reference would be made by the State Government.”

7. The Ld. Advocate for the Union submits that, the question of consent of 1st Party now does not arise for sending records and proceedings of this reference to State Industrial Tribunal since reference is already made by State Government to the State Industrial Tribunal naming Member of State Industrial Tribunal Shri N. M. Gosawi as per the order of the Hon'ble High Court. When reference is made then there is no propriety in keeping records and proceedings in this Court. Even directions of Hon'ble High Court in its wording “parties will get an opportunity to lead evidence afresh before the said Tribunal” and even Hon'ble High Court has directed to that effect in the above referred reference ordering in the following terms :

“..... On the request of the Petitioner it is clarified that it will be open to the Petitioner to apply before Industrial Tribunal for adducing evidence. The rights and contentions of the parties on merits as well as contentions of the parties with reference to the provisions of Section 59 of the MRTU & PULP Act, 1971 are kept open to be decided in the reference....”

Which definitely meets the ends of justice as Hon'ble High Court has taken all care for adducing any evidence by the parties before the said Tribunal. The Ld. Advocate for the Petitioner has objected for sending records and

proceedings by application at Exhibit 40 stating that :

“..... First Party hereby does not agree for transfer of record and proceedings to Industrial Tribunal as the trial of the entire reference is to be held afresh by the State Government Industrial Tribunal.....”

8. That means the apprehension in the minds of the First Party's Advocate is very well considered already by the Hon'ble High Court in advance while giving direction to send record and proceedings of the reference and in anticipation above referred observations were made saying that :

“..... On request of Petitioner it is clarified that it will be open to the Petitioner to apply before Industrial Tribunal for adducing evidence.....”

That means by these directions entire care is taken by the Hon'ble High Court as projected by Petitioner 1st Party in application at Exhibit 40 in objecting for sending records and proceedings of reference under the guise of giving consent to sent records and proceedings.

9. Considering these submissions and the above referred direction of Hon'ble High Court, I agree with the submission of the 2nd Party's Advocate and conclude that, at this stage question of taking consent of 1st Party does not arise to send records and proceedings as was given by both parties before Hon'ble High Court for making reference by the State Government to State Industrial Tribunal. When State Government made a reference to the State Industrial Tribunal on the same subject matter, in my considered view, no propriety now remains to keep these records and proceedings here. Accordingly I am sending records and proceedings to State Government Industrial Tribunal Shri N. M. Gosawi, Member, for adjudication as per directions of the Hon'ble High Court.

10. It should be noted that, State Government has made reference on 4th October, 2006. This fact is brought into notice of this Court by filing application at Exhibit 41 by 2nd Party on 19-10-2006. Prior to that 1st Party objected for sending records and proceedings to the State Government Tribunal by filing application at Exhibit 40. Order was passed on both “otherside to say.” Then there was Dewali vacation. Matter was fixed on 27-10-2006. On that day both parties prayed for time and matter was fixed for argument on 8th November, 2006. Again on that day Union's Advocate was absent so matter fixed on 9-11-2006 looking to the order of the Hon'ble High Court. To-day, I heard both and proceed to pass the following order:

ORDER

- (a) Secretary of the CGIT-2 sent records and proceedings to Registrar, Industrial Court Bandra at Bandra to mark to Court of Mr. N. M. Gosawi, Member, Industrial Court, Bandra;
- (b) Parties to take note of this order.

Mumbai,
9th November, 2006

A. A. LAD, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II AT MUMBAI**

Reference No. CGIT-2/36 of 2002

Rastriya Chemicals and
Fertilizers Ltd.

... First Party

AND

RCF workmen union

... Second Party

May it please this Honble Court.

The second party above named say and submit as under:—

- (i) That the first party above named earlier raised objections regarding maintainability of the reference before this Hon. Court. This has been rejected above objections of the first party vide Part-I Award dated 11-08-2003 and held reference maintainable.
- (ii) The first party had challenged above part-I Award and filed a unit petition No. 2338 of 2003 before Bombay High Court.
- (iii) Now the Hon'ble High Court has allowed writ petition No. 2338 of 2003 of First party vide judgement dated 18-8-2006. The copy of the said judgment is enclosed herewith annexure-A.
- (iv) In the said judgement of 18-8-2006 Hon. Court has mentioned that there shall be a direction that the Central Government Industrial Tribunal shall within one week of the order of reference i.e. 3-10-2006 transfer the records and proceeding in the pending reference to the industrial tribunal to which a reference would be made by the State Government.

In view of above this Hon. Court may please transfer above records and proceedings to State Government Industrial Tribunal.

Mumbai : 19-10-2006.

Advocate of Second party

Sd/-

Gen. Secretary
RCF Employees Union

ANNEXURE-B

हस्तपोच/परत फोच पावती क्र. आकाआ/कोवि/10[2][ड]आयडीए/
प्र.क्र./8/06/कार्यासन/235
अपर कामगार आयुक्त बाचे, कार्यालय,
कॉमर्स सेंटर, ताडदेव
मुंबई-400034

प्रति,

सचिव,
औद्योगिक न्यायाधिकरण,
मुंबई

विषय : औद्योगिक विवाद अधिनियम, 1947 अंतर्गत संदर्भ.
औद्योगिक विवाद अधिनियम, 1947 च्या कवम
10 [1][ड] अंतर्गतचा औद्योगिक विवाद.

उपरोक्त विषयाच्या संपर्भात आपणात क ढविषयात येते की, मे. राष्ट्रीय केमिकल ऑफ फर्टिलायझर लि., मुंबई-400022 आणि आरसीएफ एम्प्लॉईज युनियन स्यांच्या कामगारांमध्ये/कर्मचा-धांमध्ये निर्माण झालेल्या विवादात मा. उच्च न्यायालय मुंबई यानी याचिका क्र. 2338/2003 मध्ये दिनांक 04-02-2006 रोजी दिलेल्या निदेशानुसार क्र. आकाआ/कोवि/20[2][ड]/प्र.क्र./8/06/2008/कार्यालय-19, दिनांक 3-10-06 योग्य त्या कार्य पालिकी पाठविण्यात येत आहे.

अपर कामगार आयुक्त मुंबई

प्रत माहितीसाठी :

1. व्यवस्थापक : राष्ट्रीय केमिकल्स फर्टिलायझर लि.,
प्रियदर्शनी इस्टर्न एक्सप्रेस हायवे, सायन,
मुंबई-400022.
2. सरचिटणीत : आर सी एफ एम्प्लॉईज युनियन,
तेल रसायन भवन,
टीलक रोड, दादर मुंबई-400014.

अपर कामगार आयुक्त कार्यालय, मुंबई.

आदेश

औद्योगिक विवाद अधिनियम, 1947

क्र.धकाआ/को.वि./औवि/प्र.क 2/06/2006/
कार्यासन-12 :-ज्याअर्थी उद्योग, ऊर्जा व कामगार विभाग अधि
सूचना. क्र. ओवि-2002/5686/[2882]/कामगार-3, दिनांक
19-08-2003 अन्वये औद्योगिक विवाद अधिनियम, 1947 (1947 वा
24), च्या [वाचर "उक्त अधिनियम" म्हणून संबोधण्यात आला
आहे.] कलन 39 च्या खंड [ब] अंतर्गत प्रदान करण्यात आलेल्या
शक्तीचा वापर करून महाराष्ट्र शासनाने उक्त अधिनियमाचे [को.वि.
] मुंबई यांनाही प्रदान केल्या आहेत. आणि ज्याअर्थी महाराष्ट्र शासन
है सदर आस्थापनेच्या बाबतीस सगूचित शासन आहे.

आणि ज्याअर्थी राष्ट्रीय केमिकल अॅण्ड फर्टिलायझर्स लि.
मुंबई-22 आणि आरसीएफ एम्प्लॉईज युनियन यांच्यात तेथील
कामगाराये/कर्मचारी यायेछि मशील विवादासंदर्भात मा. उच्च न्यायालय,
मुंबई यानी याचिका क्र. 2338/2003 मध्ये दिनांक 04-02-2006 रोजी
दिलेल्या निदेशानुसार सदर विवाद औद्योगिक न्यायाधिकरण, मुंबई
वचिकडे निर्णवासा टी पाठाचिणे आवश्यक आहे.

स्यायर्थी सदर [सोबतच्या परिशिष्टात लमूद केल्याप्रमाणे]
औद्योगिक विवाद उक्त अधिनियम कलन 10 [1][ड] च्या तरतूदी
अंतर्गत प्रदान करण्यात आलेल्या भारतीय बापर करून ऊपर कामगार
आयुक्त, को.वि. मुंबई अभिनिर्णयाकरित उद्योग, ऊर्जा व कामगार
विभाग अधिसूचना क्र.आयडीए-2004/प्र.क्र.3104/कामगार-3, दिनांक
23-12-2004 अन्वये नेमणूक केलेल्या श्री. एन. एम. गोसावी, सदस्य
औद्योगिक न्यायाधिकरण, मुंबई वचिकडे पाठचित आहेत.

SCHEDULE

Whether the action of the management of Rastriya Chemicals and Fertilizers Ltd., Trombay and their Units regarding increasing the five days working to a six days working a week and changing the working hours is justified, if not what relief the workmen are entitled to?

D. R. SOHAN, Addl. Labour Commissioner, Mumbai.

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 4965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यूक्लियर पावर कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/102 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/221/98-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4965.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/102 of 99) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nuclear Power Corporation and their workman which was received by the Central Government on 01-12-2006.

[No. L-42012/221/98-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II MUMBAI

PRESENT:

A. A. LAD, Presiding Officer

Reference No. CGIT-2/102 of 1999

Employers in relation to the Management of

(1) Nuclear Power Corporation

(2) Department of Atomic Energy

1. The General Manager (P&A),
Nuclear Power Corporation,
16th & 20th floor, Centre I, World
Trade Centre, Cuffee Parade,
Mumbai 400038.
2. Department of Atomic Energy,
Anushakti Bhawan, Chhatrapati Shivaji
Chhatrapati Marg, Mumbai 400039.

Versus

Their Workmen,
Shri Madhav K. Bapat,
3/9, Kalyan Building, Khadilkar Road,
Girgaum, Mumbai 400004.

APPEARANCE:

For the Employer : S/Shri Vijay Kantharia &
Harshal Bhalerao,
1/b M/s. Rajesh Kothari &
Co., Advocates

For the Workmen : Mr. Umesh Nabar, Advocate

Date of reserving the Award : 20th October, 2006

Date of passing of Award : 3rd November, 2006

AWARD PART II

1. The Government of India, Ministry of Labour by its Order No. L-42012/221/98/IR (DU) dated 16/20th April, 1999 in exercise of the powers conferred by of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Nuclear Power Corporation, Mumbai by terminating the services of Shri Madhav. K. Bapat is legal and justified? If not, to what relief the workman is entitled?”

2. Workman Bapat was appointed as Cashier in the Corporation in September, 1978 and that in the year 1995 he was working in the corporate office of the management Corporation at World Trade Centre, Mumbai. Vide Claim Settlement (Exhibit 6) workman pleaded that he was honestly working as Cashier to the utmost satisfaction of the management and in spite of that he was issued charge-sheet dated 13th March, 1995 for the allegation that from July, 1992 onwards he had indulged in fraudulent practice of drawing salaries, ex-gratia, D. A. arrears and incentive bonus in respect of certain employees by obtaining their signatures later on, thereby defrauded the Corporation to the tune of Rs. 50,910/- and further alleged that he had misappropriated funds amounting to Rs. 55,966/- by not accounting in the Corporation and that he did not credit the cheques for Rs. 5,110/- in Citi Bank and misappropriated the amount. It is averred that workman replied the charge sheet on 28th March, 1995 mentioning therein that on the instructions of the superior Mr. Sharma he had put his signatures on payment vouchers and that, that Sharma was charge-sheeted and was eventually removed from the service. It is contended management however dissatisfied with his reply initiated Disciplinary Enquiry. It is averred by the workman that the charges were incorporated in three articles however due to misunderstanding on the assurances by the Inquiry Officer that he would be exonerated, he had admitted charges in Article Nos. 1 & 2 and that the inquiry was proceeded against the charge in Article No. 3. It is pleaded that Inquiry officer did not permit workman to defend the charges and that inquiry was conducted with undue haste, he was not given sufficient opportunity, and therefore, was violative of principles of natural justice. It is averred that Inquiry Officer being biased without considering his reasons, recorded the findings holding him guilty which are totally perverse. It is contended based on the inquiry report, Disciplinary Authority dismissed him from services by the order dated 11-2-1997 which he had assailed before the Appellate Authority but, without application of mind the said authority turned down his appeal by the order dated 20-10-1997. It is contended workman had approached the R. L. C. (C)

who in turn, tried Conciliation but failed. It is contended inquiry being against the principles of natural justice and the finding perverse, management be directed to reinstate him in service with full back wages.

3. Management No. 1, Nuclear Power Corporation resisted the claim by filing Written Statement (Exhibit 8) contending that the reference is not maintainable for non-joinder of necessary party i. e. Department of Atomic Energy, and that Bapat is a Government servant governed by the Central Civil Service (Classification, Control & Appeal) Rules, and therefore, he is not a workman, consequently Central Administrative Tribunal is the proper forum and not this Tribunal. It is averred that Department of Atomic Energy, Government of India was the parent department of the Nuclear Power Corporation Ltd., and the NPLC, was borrowing authority only. The Department of Atomic energy, Government of India i. e. Management No. 2 had passed the order of termination of workman which is not made party and for non-joinder of the necessary party, reference is not maintainable. In so far as fairness of inquiry and perversity of findings are concerned, it is contended that the workman was charge-sheeted vide memo dated 13-3-1995 for serious allegations of fraud and embezzlement and that Inquiry Officer giving sufficient opportunity by full-fledged inquiry, recorded the findings which were accepted by the Disciplinary Authority i.e. Department of Atomic Energy who in turn imposed punishment of dismissal on the workman from 11-2-1997. It is averred that one Sharma was charge-sheeted and he was held guilty for the fraud and misappropriation and he was dismissed, however, for holding him guilty, workman cannot be exonerated. It is averred that workman voluntarily had admitted the charges levelled against him in Article Nos. 1 & 2 in preliminary hearing on 6-9-1995 and on 21-9-1995, and also on 1-3-1996 had prayed for mercy, and therefore, the inquiry was proceeded in so far as charges under Article No. 3 and in the inquiry all the three charges were found proved and based on the findings Disciplinary Authority imposed the punishment of dismissal on workman. It is contended Inquiry Officer recorded the findings based on documents and evidence before him, and therefore, not perverse and consequently it is contended workman's claim be dismissed.

4. Management No. 2, Department of Atomic Energy, Union of India vide Written Statement (Exhibit 18) supported the averments made by the Management No. 1 contending that the inquiry was fair and proper, hence, does not call for interference.

5. By the Rejoinder (Exhibit 20) workman reiterated the recitals in the Statement of Claim denying the averments in the Written Statements (Exhibits 8 and 18).

6. On the basis of the pleadings preliminary issues were framed (Exhibit 22) and in that context workman Bapat filed affidavit in lieu of Examination-in-Chief (Exhibit 24) and closed evidence vide purshis (Exhibit 28) Both the managements however did not lead oral evidence on

preliminary issues vide purshis (Exhibit 29).

7. On the basis of the evidence recorded by my Ld. Predecessor and the enquiry proceedings, placed before him, it is observed that enquiry was fair and proper and finding not perverse by passing Part I Award on 27th May, 2003.

8. In the second round of hearing of this reference, issue of quantum of punishment is taken up for adjudication which is framed at Exhibit 22 alongwith other issues which I answer as follows :

Issues	Findings
4. Whether the action of the Management on terminating the services of Shri Madhav K. Bapat is legal and justified?	Yes
5. What relief Shri Bapat is entitled for?	Does not survive.

REASONS

9. On these issues in the second round evidence is lead by the 2nd Party by filing his affidavit at Exhibit 37 where he states that, he joined 1st Party on 20-9-78 as a Cashier. He claims that, his entire service was clean and unblemished of 17 years. He alleges that, explanation given by him regarding alleged misconduct was not considered by the Enquiry Officer and the Disciplinary Authority. Even the finding given by the Enquiry Officer was not recorded as per the evidence lead and it was perverse. He further states that, he challenged the dismissal order before the Disciplinary Authority given on the basis of the findings of the Enquiry Officer before Appellate Authority. Even Disciplinary authority did not consider his unblemished service of 17 years. In the cross he states that he has become graduate and doing some miscellaneous work by which he is earning Rs.1000 to Rs.2000. He admits that, he has no proof to show that, he applied for another employment. Then 2nd Party filed closing purshis at Exhibit 38. On that point 1st Party decided not to lead any evidence and filed closing purshis at Exhibit 39.

10. 2nd Party submitted written arguments at Exhibit 40 with some citations which are replied by the 1st Party by filing written submissions at Exhibit 41.

11. Here, now point of quantum of punishment is for consideration. On the basis of the misappropriation proved against the 2nd Party, termination was issued on him which he challenged. The charge of misappropriation of the amount by employees working with the 1st party are proved in the enquiry.

12. The Ld Advocate for the 2nd Party was trying to submit that, 2nd Party admitted guilt under the impression that, lenient view will be taken by the 1st party while awarding punishment. It does not mean that, he admitted the charges. According to him admitting guilt and admitting charges are quite different. Admitting guilt does not mean that, charges are admitted by the concerned person. On the basis of the plea admitted by 2nd party, punishment

was given. According to me at this stage we are not concerned in what way charges were proved. On the contrary separate forum was given to the 2nd Party to show that how enquiry was not fair and proper and how finding perverse. Even considering all the evidence placed before the Enquiry officer my Ld Predecessor observed enquiry fair and proper and finding not perverse. So in the light of that observation, I feel the arguments advanced by 2nd Party's Advocate regarding admitting guilt and claiming difference between admitting guilt and admitting charges have no role to play at this stage. So I need not consider said submissions at this stage and proceed to consider whether in that background, punishment is just and proper.

13. It is a matter of record that, 2nd Party was working as a Cashier with 1st Party. It is a matter of record that, number of employees were getting amount of Dearness Allowances, salary, bonus, leave encashment, medical reimbursement and other benefits attached to their respective services. It is a matter of record that, the amounts of the employees working with 1st Party were misappropriated by the 2nd Party by misleading, them or by misguiding them and said charges are proved against him. When these charges are proved against him; which are of misappropriation, which is related with the economic crimes, which is done by white collar educated person like 2nd Party must be dealt with cautiously and with the due consideration.

13. In the instant case, charges of misappropriation were leveled against 2nd Party and by holding enquiry those were proved. When such charges are proved which are of very serious nature and are connected with the employment of the 2nd Party, more precisely with the job of the 2nd Party, I feel, such a finding cannot be taken lightly and cannot be ignored as expected by the 2nd Party. It is say of the 2nd Party that, though such charges are proved it is not sufficient to award punishment of dismissal. Whereas case of the 1st Party is that, if such charges of proved misconduct is ignored, it will give very bad signal and rather it will tempt the employees working in that field to behave like this person who is ignored for such act.

14. The citations referred by 2nd Party in cases of proved misconduct and effect of taking it lightly he placed reliance on the copy of citation published in SC 1979 II LLJ page 14 (Union of India and ors vs J.A. Ahmed) where Apex Court while deciding the case of Union of India and ors vs J.A. Ahmed observed that, the charges framed against IAS officer was on the eve of retirement and whose retirement was extended after the date of retirement where it was observed that when there was no misconduct as expected in service jurisprudence regarding lack of qualities of leadership and deficiency in the faculty of decision making cannot be ground to punish the employee. But if we consider the case before, us we find that, in our case very serious charge of misconduct known to service jurisprudence and which did not happened in case of J.A. Ahmed's case (supra). In our case misconduct was proved

by holding enquiry which was related with the work of the 2nd Party. So in my considered view, the 2nd Party is not entitled to get the benefit of the ratio laid down by the Apex Court in case of J. A. Ahmed. Other citation on which 2nd Party placed hand is a copy of citation published in AIR 2006 sc PAGE 1438 (Punjab State Civil Supplies Corporation Ltd. vs Sikander Singh in Civil Appeal No.6269, 6271 and 6273 of 2003 which is totally on different footing where issue was whether suit for damages was in departmental proceedings on which we are not concerned and it is not pointed out how said ruling helps the 2nd Party. Against that 1st Party placed reliance on the citation published in 2005 I LLJ page 865 while deciding the case of Bharat Heavy Electricals Ltd. vs M. Chandrasekhar Reddy and ors. was observed that, the Court while deciding decision of the Disciplinary Authority cannot exercise its discretion under section 11(A) of the Industrial Act, 1947 to differ from the decision taken by such a Disciplinary Authority. Besides 1st Party placed reliance on the copy of the decision published in 2000 7 SCC page 517 in case of Janata Bazar (South Kanara Central Cooperative Wholesale Stores Ltd. vs Secretary, Sahakari Nourkara Sangha & ors. where it is observed that, when misappropriation is proved, in that case, no question of showing uncalled sympathy arises.

15. So if we consider all this coupled with proof of misconduct which is very related with the job of the 2nd party who work as a Cashier and in whose hand money of employees working with the 1st Party were entrusted require to consider. Considering all that coupled with the position of the 2nd Party in the employment of the 1st Party and proved misconduct and who is also B.Com. i.e. graduate in commerce, I feel that, the act done by him with calculated mind knowing consequences of it does not invite any sympathy as he did that fully knowing that he was going to deprive the real claimants. All this does not permit me to take lenient view and interfere with the punishment given by the 1st Party to 2nd Party of termination. So I answer above issues accordingly and passing the following order:

ORDER

Reference is rejected with no order as to its costs.

Mumbai,

3rd November, 2006

A. A. LAD, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 4966.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकुलम के पंचाट (संदर्भ संख्या 224/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-41012/215/95-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4966.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 224/2006) of the Central Government Industrial Tribunal/Labour Court Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman which was received by the Central Government on 30-11-2006.

[No. L-41012/215/95-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT: Shri P.L. NORBERT, B.A., LL.B., Presiding Officer

(Friday the 24th day of November, 2006 / 3rd Aghrayana, 1928)

I.D. 224 /2006

(I.D. 5/1997 of Labour Court, Ernakulam)

Workman/Union : C. Anil Kumar
C/o General Secretary
Dakshin Railway Casual
Labour Union Kochi -68 2024.
Adv. Shri. C. Anil Kumar

Management : The Divisional Personnel Officer
Southern Railway
Palakkad -2
Adv. Shri P. M. M. Najeeb Khan

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

“Whether the action of the Southern Railway, Palghat Division in terminating the service of the workman Sh. C. Anil Kumar w.e.f. 31-1-1985 is justified? If not, what relief the workman is entitled to?”

2. When the matter came up for evidence the counsel for the workman reported that he has no instruction from the party. The workman is also absent. The reference was made in 1997. The workman appears to have no dispute with the management. Nine years have elapsed after the case was referred to this court by the Government. There is no meaning in further adjourning the case.

3. In the result, an award is passed finding that the action of the management in terminating the service of the workman Shri C. Anil Kumar w.e.f. 31-1-1985 is justified. No cost.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 24th day of November, 2006.

P. L. NORBERT, Presiding Officer
Appendix : NIL

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 4967.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 53/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-12012/26/2000-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4967.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2000) of the Central Government Industrial Tribunal/Labour Court Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman which was received by the Central Government on 30-11-2006.

[No. L-12012/26/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR, U. P. INDUSTRIAL DISPUTE NO. 53 OF 2000

In the matter of dispute between :

Sri Madan S/o Umrav Balmiki
Basti Nai Abadi Pala, Sahibabad Aligarh.

AND

The Branch Manager
State Bank of Patiala
Kelanagar Chauraha
Aligarh.

AWARD

1. Central Government, Ministry of Labour. New Delhi vide notification No. L-12012/26/2000/IR(B-I) dated 27-6-2000 has referred the following dispute for adjudication to this tribunal :—

Whether the action of the branch manager state Bank of Patiala, Kelanagar Chauraha Aligarh in terminating the services of Sri Madan S/o Umrav Sweeper w. e. f. 20-1-99 is legal and justified? If not to what relief the workman is entitled?

2. The case as set up by the workman in his claim statement in short is that he was appointed by the opposite party bank at its Kelanagar Chauraha Branch at Aligarh on 3-12-97 as sweeper but the bank used to take from him the entire work of a peon during the business hours. It has also been pleaded by the workman that he was appointed on a clear and permanent vacancy of peon and that the work and conduct of the workman ever remained

satisfactory. Opposite party bank without showing any reason abruptly terminated the services of the workman w. e. f. 20-1-99. When he approached to the senior officers of the bank he was told by them that in his place fresh hands by name Pushpraj, Rambir and Manoj were appointed workman has pleaded that he had completed more than 240 days still his services were dispensed with by the opposite party bank which is in breach of the provisions of Section 25-H of Industrial Disputes Act, 1947. He was also not paid notice, notice pay or retrenchment compensation at the time of termination of his services therefore, the bank has also breached the provisions of Section 25F of I.D. Act, 1947. On the basis of above allegations it has been prayed by the workman that the action of the management in terminating the services of the workman be held as, unjust and illegal and accordingly be directed to be reinstated in the service with full back wages and all consequential benefits.

3. The claim of the workman has been disputed by the opposite party bank vehemently on variety of grounds inasmuch as workman was never appointed by the bank at any post. No appointment letter was ever issued in his favour by the bank. For regular appointment in bank there are set norms and without following recruitment rules no appointment is possible in the opposite party bank. Workman by misuse of judicial process is trying to seek back door entry in the services of the bank. Service conditions applicable to regular and permanent employees of the bank are not applicable to the workman who was a daily rated part time casual labour. Engagement on daily wages was according to the need of the work and the workman was paid his remuneration on daily basis. It has also been submitted that appointment to the post of sweeper peon on regular basis is made through employment exchange after interview on the basis of suitability, eligibility and other qualifying criteria but the workman was never subjected to such exercise and he has given absolutely misstatement to mislead the Tribunal. It has been further pleaded that opposite party has never terminated the services of the workman. Workman himself stopped coming for casual work in the bank. Therefore, under the facts and circumstances of the case question of terminating his services by the opposite party does not arise violation of relevant provisions of I.D. Act as alleged by the workman has also been denied by the opposite party bank. On the basis of above it has been pleaded that the reference be decided against workman.

4. After exchange of pleadings between the parties workman moved an application for summoning certain documents lying in possession of the opposite party but that application of the workman was rejected by the tribunal vide order dated 30-5-2003 as the same was not supported with any affidavit of the workman. Yet again the workman moved another application for summoning the documents from the management which too could not find favour and was rejected by the tribunal vide order dated 21-1-04. Thereafter workman appeared in the witness box and examined himself as W.W.1 whereas opposite party examined its officer as M. W. 1.

5. Heard the arguments at length and have perused

the record carefully. It is settled principle of law that mere oral evidence of witness is not sufficient to allow the claim of a party atleast it must be corroborated by some documentary evidence. In the instant case no such documentary evidence is available to support the claim of the workman. Even from the oral evidence of the workman it is not proved at all that he was ever appointed by order in writing. When there is no appointment letter in his favour, question of terminating the services of the workman as claimed by him does not arise. In his evidence on oath before the tribunal workman has clearly admitted that he was appointed on daily rate basis and was paid Rs. 30 per day. He has further stated that he discharged all the work of regular peon for which he was never issued any written instructions. Rather he discharged all the above work under oral instructions of the officers of the bank. In his evidence witness has also admitted that after dispensation of his services opposite party inducted several fresh hands in his place.

6. Management witness in his evidence on oath has categorically denied the fact that the workman was ever appointed at the post of peon on regular and permanent basis workman was utilised by the bank on casual basis for which he was paid on daily rate basis. Witness has further denied the suggestion that the workman ever discharged the regular and permanent work of peon in the bank. He never moved any application in the bank for his employment. He further stated that the services of the workman were utilized by the bank for one or two hours for which payment through voucher were made to him.

7. From the over all appraisal of the evidence lead by the contesting parties it stands proved that the workman was never appointed by the bank at the post of peon as claimed by him by order in writing. He was simply engaged as a casual labour on daily rate basis according to need of work. If it is so workman cannot claim employment under the opposite party merely by working on casual basis on daily rate as now it is settled principle of law that casual labour cannot claim employment as a matter of right dehorning the relevant recruitment rules of the bank. When workman was never appointed question of his termination of service by the bank does not arise. It is therefore held that the workman has palpably failed to prove the fact that he was ever appointed by the bank by adducing convincing and reliable evidence, and or that the bank ever terminated his services. When there is no valid termination question of compliance of relevant provisions in the case of the workman does not arise and he cannot be held protected under the provisions of Industrial Disputes Act, 1947.

8. For the reasons discussed above, it is held that the opposite party bank never terminated the services of the workman as claimed by him therefore question of compliance of the provisions of I. D. Act in his case does not arise at all. By no stretch of imagination the action of the opposite party bank can be held to be unjust illegal and unfair consequently the workman too cannot be held entitled for any relief as claimed by him.

9. Reference is therefore answered against the workman and in favour of the bank.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 4968.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण इरनाकुलम के पंचाट (संदर्भ संख्या 228/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-41012/140/1996-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4968.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 228/2006) of the Central Government Industrial Tribunal-cum-Labour Court Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman which was received by the Central Government on 30-11-2006.

[No. L-41012/140/1996-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT:

Shri P.L. Nobert, B.A., LLB., Presiding Officer

(Friday the 24th day of November, 2006/3rd Aagrahayana, 1928)

I.D. 228/2006

(I.D. 22/1997 of Labour Court, Emakulam)

Workman/Union: The General Secretary
Southern Railway Labour
Union Edappally North P.O.
Kochi -682 016.

Adv. Shri C. Anil Kumar

Management: The Divisional Personnel
Officer Southern Railway
Palakkad.

Adv. Shri P.M.M. Najeeb
Khan

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is:

"Whether the action of the Divisional Personnel Officer, Southern Railway, Palghat in terminating the

service of Smt. K. Kalliani with effect from 31-5-1995 on the ground of attainment of superannuation age is justified? If not, to what relief the worker is entitled to?"

2. When the case came up for evidence the counsel for the union reported that he has no instruction from the party. General Secretary of the union is also absent. The reference was made by the Government in 1997. The matter has been pending for last 9 years. Yet the party does not appear to be interested in the matter. It is to be presumed that the union has no grievance at present against the management

3. In the result, an award is passed finding that the action of the Divisional Personal Manager, Southern Railway, Pal ghat in terminating the service of Smt. K. Kallianai w.e.f.31-5-1995 on the ground of attainment of superannuation age is justified. No cost.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 24th day of November, 2006.

P.L.NORBERT, Presiding Officer

APPENDIX NIL

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 4969.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गोरखपुर क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या 4/2003 और 64/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-12011/21/2002-आई आर (बी-1);
एल-12012/95/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4969.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/2003 & 64/2004) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur now as shown in the Annexure in Industrial Dispute between the employers in relation to the management of Gorakhpur Kshetriya Gramin Bank and their workman which was received by the Central Government on 30-11-2006.

[Nos. L-12011/21/2002-IR (B-I);
L-12012/95/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

नई दिल्ली, 1 दिसम्बर, 2006

**BEFORE SHR SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT SARVODAYA
NAGAR, KANPUR, U.P.**

Industrial Dispute No. 4 of 2003 and 64 of 2004

The President

Gorakhpur Kshetriya Gramin Bank Karamchari Sangh
C/o Yojna Anubhag H. O. GKGB Mohaddipur Gorakhpur

And

The Chairman

Gorakhpur Kshetriya Gramin Bank
Mohaddipur, Gorakhpur.

AWARD

1. Central Government vide notification no.L-12012/21/2002, IR(B-I) dated 27-1-2003, and vide notification No. L-12012/95/2002 IR(B-I) dated 12-8-02 has referred the following disputes for adjudication to this tribunal:

“Whether the claim of the Gorakhpur Kshetriya Gramin Karamchari Sangh for stepping the pay of Sri Rajiv Agrawal and other clerk-cum-cashier promoted as Sr. clerk/cashier in the year 1988 and 1989 treating them on par with the clerk cashier promoted as Sr., clerk/cashier in the year 1990 but drawing more pay by the management of Gorakhpur Kshetriya Gramin Bank is justified? If so what relief the concerned workmen are entitled?”

2. Whether the action of the management in not extending all benefits and allowances to the employees of Gorakhpur Kshetriya Gramin Bank as are admissible to the employees of sponsor bank i. e. State Bank of India in terms of the award passed by the NIT and subsequently accepted by the Govt. of India is justified? If not, what relief are the employees of Gorakhpur Kshetriya Gramin Bank entitled?

3. It is unnecessary to give full facts of the case as the President of Karamchari Sangh which has raised the dispute moved an application which was received through post in the office of the tribunal making request that the union does not want to contest the claim as such the case be decided accordingly. In view of prayer made by the Union, the tribunal has no option but to decide the reference against the union holding that the union is not entitled for any relief as claimed by them.

4. Reference is answered accordingly. Let a copy of this award be placed on the record of I. D. Case No.4 of 2003.

SURESH CHANDRA, Presiding Officer

का.आ. 4970.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 42/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/176/2003-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4970.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/2004) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur (U.P.) as shown in the Annexure in the Industrial Dispute between the management of M/s Kendriya Vidhyala, and their workmen which was received by the Central Government on 01-12-2006.

[No. L-42011/176/2003-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT SARVODAYA
NAGAR, KANPUR, U. P.**

Industrial Dispute No 42 of 2004

In the matter of dispute between:

Sri Phool Singh
C/o Sri Bhanwar Singh
Vill. Panchi Buzurg
Meerut

And

The Principal
Kendriya Vidyalaya
Sector 24 Noida
Noida

AWARD

1. Central Government, Ministry of Labour, New Delhi vide notification no.L-42012/176/2003 IR(CM-II) dated 30-7-04 has referred the following dispute for adjudication to this tribunal:

KYA PRABANDHAN KENDRIYA VIDYALAY
DWARA KARMKAR SRI PHOOL SINGH PUTRA
SRI BHANWAR SINGH SAFAI KARMCHARI KO
DINANK 19-1-2002 SE SEWA SE NISHKASHIT
KARNANYAYOCHIT TATHANYAYASANGAT
HAI? YADI NAHI TO SAMBANDHIT KARMKAR
KIS ANUTOS KA HAQDAR HAI?

2. It not necessary to give full details of the case as after exchange of pleadings between the parties the workman stopped coming for attending the proceedings of the case before the tribunal nor he has adduced any oral or documentary evidence in support of his case. Representative for the management also submitted before the tribunal on 21-11-06 that since the workman has not adduced any evidence they do not want to adduce evidence in the case. Thus it stands established that virtually it is a case of no evidence and under these circumstances workman cannot be held entitled for any relief as claimed by him for want of proof in support of his claim. Reference is therefore decided against the workman.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 2006

का.अ. 4971.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्दिरा गांधी इन्स्टीट्यूट ऑफ डेवलपमेन्ट रिसर्च के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-2, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-2/30 of 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-12-2006 को प्राप्त हुआ था।

[सं. एल-42012/215/2002-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4971.—In pursuance of Section 17 of the industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/30 of 2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the management of Indira Gandhi Institute of Development Research and their workmen, which was received by the Central Government on 1-12-2006.

[No. L-42012/215/2002-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT : A. A. LAD Presiding Officer

Reference No. CGIT-2/30 of 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT OF INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

The Director,
Indira Gandhi Institute of Development
Research,
Gen. Vaidya Marg,
Santosh Nagar,
Guregaon (E),
Mumbai-400 065.

V/s.

Their Workmen,

Shri Vinod Kumar Rajak,
C/o, Mohammad Kalam Dargee Creations for
Men, Shop No. 47, Deepanjali,
Baf-Hira Nagar,
Marve Road, Malad (W),
Mumbai-400095.

APPEARANCES:

For the Employer : Mr. S. V. Alva Advocate.

For the Workmen : Mr. A. Mathew Advocate.

Mumbai, dated 26th October, 2006

AWARD

The Government of India, Ministry of Labour by its Order No. L-42012/215/2002-1R(CM-II) dated 8-5-2003 in exercise of the powers conferred by clause (d) of sub-section (j) and sub-section 2(A) or Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Indira Gandhi Institute of Development Research, Mumbai in terminating the services of Shri Vinod Kumar Rajak w.e.f. 27-12-2001 without following the principles of natural justice is legal and justified? If not, to what relief the workman is entitled to?”

To substantiate the subject matter referred in the reference. Second party files Claim Statement at Ex-6 stating that, he worked with first party as a driver from July 1996 till 27-12-2001. He was driving the official vehicle of the Director of Institute. He was doing that work through contractor M/s. Nivedita Enterprises. According to second party, said contractor was charging Rs. 10,000 per month from the said officer but he was paying to him Rs.3000 per month. Besides, though he was attending work for 10 hours to 13 hours in a day, the over time was not paid in a proper way. So he agitated said point with Mr. Subramanian the Registrar of the institute, which was not liked by him. On that point he was evicted from the campus on 27-12-2001. Thereafter he was not allowed to work. According to him said action of the management was taken without following due process of law. No legal notice was given. No dues were paid. He submitted his demand on 6-3-2002. Those were not considered by the Manager. So he prayed to reinstate and request to direct the management to give all benefits as well as continuity of service.

3. This prayer is disputed by first party by filing Written Statement at Ex-11 stating that first party is not an industry. It is stated that second party was not employed by first party and there was no employee-employer relation between first party and second party. Central Government is not appropriate Government since first party is registered under the Registration Act. Only Reserve Bank of India provides funds to these institutes and all other activities are controlled by the body which is the Registrar. First party is an advanced research institute established by Reserve Bank of India in Mumbai for the study of National and Global Development issues. It is an autonomous society registered under the Societies Registrations Act, 1860 as a Public Trust and also registered as a Public Trust under Bombay Public Trust Act, 1950. It is governed by Board of Management consisting of distinguished academicians in the country. Since the institute is recognized as a Deemed University, under Section 3 of the UGC Act, it has highest National Assessment and Accreditation Council (NAAC) rating of A++.

4. Since Institute is not an industry and is not run for profit making the relation between second party does not permit the second party to claim it as an industry and as his master. So it submitted that second party cannot claim any relief.

5. In view of pleadings, issues were framed at Ex-17. Out of those issues Nos. 1, 2, 3 are treated as preliminary issues which I answered as follows:—

ISSUES	FINDINGS
1. Whether First party is an industry?	Yes
2. Whether Second party establishes employer and employee relationships?	No
3. Whether Reference is maintainable?	No.

REASONS

6. Second party claimed that he was engaged by first party as driver and worked with it from July, 1996 till 27-12-2001. According to him he was doing work of driving for more than 10 to 12 hrs. still over time was not paid. He attended that work through contractor who was charging Rs. 10,000 but Rs. 3,000 was paid to him. He disputed all those with Registrar of first party which was not liked by him. So he was threatened and he was stopped in entering into premises w.e.f. 27-12-2001. According to him legal notice was not given nor dues paid before stopping him from reporting duty. Whereas case of first party is that it is not an industry. Second party was not engaged by first party and there employee-employer relation does not subsist.

7. To support that written submission are made by both i.e. by second party at Ex-19 and First party at Ex-20.

It is noted that, no oral evidence was led by any of the sides.

8. The perusal of the pleading of the second party, reveals that, he joined as driver with first party through M/s. Nivedita Enterprises and worked on the vehicle of Officer of the first party. Said contractor was charging Rs. 10,000 and was paying Rs. 3000 to the second party. Even over time was not paid to him. This pleading of the second party which we find in the Claim Statement more precisely in para 4 of it, it reveals that, second party was not engaged by the first party directly. Besides, there is no direct employer-employee relation between first party and second party. Second party has not established said relation with first party to, claim any relief as sought in the Claim Statement. When second party himself admits that, he was working through contractor with first party officer, it reveals that, he was not engaged by the first party and cannot be called as a employee or first party. So I conclude that, second party failed to establish employer-employee relationship with first party.

9. Besides, it is contended that first party is not an industry. However Institute run by Reserve Bank of India having 52 employees and controlled by Reserve Bank of India which is the undertaking of Central Government of India, does not permit us to say that, State Government is the appropriate Government of the first party. If we peruse the Written Statement of the first party we find that, it is doing research work which is called as "Advance Institute for the study of National and Global Development". Besides it is an autonomous society and recognized as a Deemed University. All these categories definitely drag first party in the definition of "Industry" as it's functioning administrating cannot be done without planning and without approval of any body. When systematic activities are followed in functioning any Institute. Such an Institute requires being called as an 'industry'. The Ld. Advocate for first party placed reliance in citation published in 2001 III CLR page 349 and on the analysis made in it while distinguishing appropriate Government either Central or State. Here it is to be noted that Reserve Bank of India is the parent of the first party which is governed by Central Government. Besides funds are provided by the Reserve Bank of India and those are monitored by it. Naturally for funding first party by Reserve Bank of India, there must be sanctioning of Central Government and Reserve Bank of India itself is part of Central Government. When Reserve Bank of India provides funds to first party and when there is check of Central Government on Reserve Bank of India, that lead us to conclude that, Central Government is the appropriate Government of the first party.

10. When second party fails to establish his relation with first party as employer-employee, in my considered view reference which is sent for adjudication is not maintainable.

11. When Reference is not maintainable. I do not feel it necessary to go ahead and adjourn the reference to give findings and allowing both to lead evidence on remaining issues. So I conclude that, reference does not survive. Hence the order:

ORDER

Reference is rejected.

26-10-2006

A.A. LAD, Presiding Officer

नई दिल्ली, 1 दिसम्बर, 2006

का.आ. 4972.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 38/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2006 को प्राप्त हुआ था।

[सं. एल-41025/4/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 1st December, 2006

S.O. 4972.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2000) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, and their workman which was received by the Central Government on 30-11-2006.

[No. L-41025/4/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, 117/9, HOTEL
KISHORI BUILDING, SARVODAYA NAGAR,
KANPUR, U. P.**

Industrial Dispute No. 38 of 2000

In the matter of dispute between:

Shri Surender Singh
National President,
Rashtriya Chaturth Shreni Rail
Mazdoor Congress (INTUC), 2/236, Namnair
Agra.

AND

Central Railway Jhansi.

AWARD U/S 33-A OF I. D. ACT

1. It is unnecessary to give full details of the case as after exchange of pleadings between the parties, the Union/workman raising the present dispute stopped attending the proceeding of the case of their own accord. Neither the union nor the workman has adduced any evidence in support of their claim. The resultant effect is that the application is bound to be decided against the union/workman for want of proof. Accordingly the application under Sec. 33-A of I. D. Act. is rejected holding that the union/workman is not entitled for any relief as claimed by them.

2. Award is given accordingly.

SURESH CHANDRA, Presiding Officer.

नई दिल्ली, 19 दिसम्बर, 2006

का.आ. 4973.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1263/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-2006 को प्राप्त हुआ था।

[सं. एल-12011/32/2005-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 19th December, 2006

S. O. 4973.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1263/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh No. II now as shown in the Annexure in Industrial Dispute between the management of Central Bank of India and their workman which was received by the Central Government on 21-11-2006.

[No. L-12011/32/2005 IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR, COURT-II,
CHANDIGARH**

PRESIDING OFFICER : SHRI KULDIP SINGH

CASE No. I. D. No 1263/2k6.

Registered on 25-04-2006

Date of Decision 20-10-2006.

THE PRESIDENT ALL INDIA,
CENTRAL BANK OF INDIA,
EMPLOYEES CONGRESS,
129, LAL KURTI, AMBALA,
HARYANA.

.....PETITIONER

Versus

THE ZONAL MANAGER,
CENTRAL BANK OF INDIA,
ZONAL OFFICE, BANK SQUARE,
SECTOR-17-B, CHANDIGARHRESPONDENT

APPEARANCE

For the Workman : Nemo
For the Management : Mr. N. K Zakhmi, Advocate

AWARD

The workmen continues to be absent. Management appears through Counsel.

On the last date of hearing one Mr. B.S Gill appeared and sought the time to appear on behalf of the workman and to file the letter of authority. To day he is also not present. The Govt. of India vide their order No.L-12011/32/2005-IR(B-II) dated 19th April, 2006 referred the dispute to this Tribunal for adjudication and desired to know whether the action of the Management of Central Bank of India in promoting Sub-Staff in accordance with the PPA dated 29th May, 2005 was legally valid and justified or not or whether the Management violated the promotion policy of that date and if so to what relief the workmen were entitled to.

As stated earlier the workmen have not appeared in this Tribunal on any date although the copy of the reference was sent to them through President of All India Central Bank of India Employees Congress, 129, Lal Kurti, Ambala, Haryana, alongwith the reference to this Tribunal. Even on the receipt of the reference this Tribunal also sent notice to them and in response to that one Kuldip Singh Manhas, who claimed himself to be the Executive Member of the Petitioner's Union appeared and sought time to file the Claim Petition. Thereafter, Shri B.S Gill appeared and makes a similar request but today neither of them is present. The Tribunal is satisfied that the workers are not interested to prosecute this reference. On record I do not find any evidence to show that the Management has violated the PPA dated 29th May, 2005. Therefore, the workmen are not entitled to any relief. The reference is decided against them holding that they are not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 22 दिसम्बर, 2006

का.आ. 4974.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (VI) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 2646 दिनांक 23-6-2006 द्वारा भारतीय खाद्य निगम जो कि औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 6 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 28-6-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (VI) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 28-12-06 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है ।

[फा.सं. एस-11017/5/91-आई आर (पीएल)]

गुरजोत कौर, सयुक्त सचिव

New Delhi, the 22nd December, 2006

S.O. 4974.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No.2646 dated 23-6-2006 the service in the Food Corporation of India which is covered by item 6 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 28th June, 2006.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 28th December 2006.

[F.No. S-11017/5/91-IR (PL)]

GURJOT KAUR, Jt. Secy.